

LUTRON EA LTD. TERMS AND CONDITIONS OF SALE

1. Acceptance Of Orders/Terms: All orders are subject to acceptance by Lutron EA Ltd. ("SUPPLIER"). SUPPLIER reserves the right to reject any order. Possession of a price list does not constitute an offer to sell. Acceptance of any order by SUPPLIER is expressly conditional upon Customer's acceptance of the terms and conditions set forth herein ("Terms"), and the waiver by Customer of any terms and conditions contained in any order form, confirmation, or any other communication of Customer, whether previously or hereafter delivered to SUPPLIER, which either add to, differ from, modify, conflict with or are otherwise inconsistent with the Terms. SUPPLIER hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or fifteen (15) days after delivery thereof to Customer will constitute agreement by Customer to these Terms.

2. Hold for Release Orders: An order may be placed on a hold-for-release basis. Prices are firm for 3 months from date of order acceptance by SUPPLIER. The price of all hold-for-release orders not released for immediate shipment within 3 months from the date of order acceptance will be increased by up to 10% over the initial order price to cover increased cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by SUPPLIER and subject to a 25% cancellation charge based on the price of the order.

3. Product Changes: SUPPLIER reserves the right to discontinue the manufacture or sale of any product ("Supplier Product") at any time or to alter, modify or redesign the Supplier Products.

4. Use of Trademarks: Customer shall use SUPPLIER's trademarks, logos or other identifiers in accordance with SUPPLIER's Corporate ID Guidelines and Style Guide found at www.lutron.com/styleguide or upon request of Customer.

5. Price: All prices are subject to change without notice. Should any governmental action or request prevent SUPPLIER from implementing any price or continuing any price already in effect, SUPPLIER may at its option cancel Customer's order or any part thereof.

6. Taxes/Duties: All prices are exclusive of local, provincial, or government taxes (including VAT) which are the responsibility of Customer.

7. Credit Approval: Customer credit approval is required prior to the shipment of any orders. If SUPPLIER determines at any time that Customer's financial condition does not justify the extension of credit to Customer, then SUPPLIER may at its option require cash payments in advance or other satisfactory security prior to delivery.

8. Cancellation/Change Orders: Orders for standard Supplier Products may only be revised or canceled by Customer prior to the date of loading at the place of shipment, and only with SUPPLIER's prior consent. Orders for nonstandard or custom Supplier Products may only be revised or canceled by Customer prior to the commencement of production, and only with SUPPLIER's prior consent. Any product which SUPPLIER has the capability of producing but which it does not hold in inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard Supplier Products or nonstandard or custom Supplier Products, shall be subject to a cancellation charge of 25% of the order price. If not cancelled as provided herein, Customer shall be liable for the full order price.

9. Shipping/Risk of Loss: Unless otherwise agreed or specified by SUPPLIER in writing, SUPPLIER shall select the method of shipment and carrier. Costs for special packaging and/or handling requested by Customer shall be the responsibility of Customer. Unless the parties otherwise agree, risk of loss and the allocation of costs and expenses in connection with shipment shall be in accordance with the Incoterms set forth in the applicable purchase order. Title is deemed to transfer at the same point where risk transfers under the Incoterms used, unless otherwise stipulated in a sales contract.

10. Title: Title to the Supplier Products shall only pass to the Customer upon the occurrence of any one of the following events: (i) the Customer having paid to the SUPPLIER all sums (including any default interest, if applicable) due from it to the SUPPLIER under the applicable invoice from the SUPPLIER to the Customer and SUPPLIER having received such payment as defined in the these Terms, or (ii) the SUPPLIER serving on the Customer notice in writing specifying that title to the Supplier Product has passed. Until title to the Supplier Product has passed to the Customer as set forth herein, the Customer shall possess the Supplier Product as a fiduciary and bailee of the Seller. If the SUPPLIER so requires, Customer shall store the Supplier Product separately from other goods and shall ensure that they are clearly identifiable as belonging to the SUPPLIER. The SUPPLIER may recover Supplier Product in respect of which title has not passed to the Customer at any time and the Customer irrevocably licences the SUPPLIER, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of recovering goods in respect of which title has not passed to Customer or confirming that the Supplier Product is being stored and/or identified as required by SUPPLIER.

11. Delivery: Quoted shipping and/or delivery dates are based on estimates at the time of order. SUPPLIER shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but SUPPLIER shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. Except as expressly provided otherwise herein, Customer agrees to purchase and pay for all Supplier Product ordered.

12. Claims for Loss, Damage or Shortage: Any claims for damage, loss or shortage should be filed by Customer with the respective transportation carrier in writing immediately upon receipt of the Supplier Products. In no event shall SUPPLIER be liable for damage or loss to a shipment caused by a carrier. If shortage exists with respect to any shipment and it is not concealed, Customer shall secure a notation of such shortage from the carrier on the freight bill or delivery receipt. If shortage is concealed, Customer must notify the carrier and SUPPLIER within 15 days, unless otherwise specified by law. No claims for damage, loss or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt noting such damage, loss or shortage signed by a representative of the carrier and forwarded to SUPPLIER within 30 days of the invoice date

13. Return of Goods: Customer may return new and unopened Supplier Product in accordance with SUPPLIER's Returned Goods Policy as found at <http://www.lutron.com/en-US/general/Pages/Terms-ConditionsofSale/Terms-Conditions-of-Sale.aspx>. Customer will be charged a minimum restocking charge of 25% of the cost of the returned goods and shall be responsible for freight and duties to return the Supplier Product. SUPPLIER reserves the right to amend its Returned Goods Policy from time to time.

14. Payment: Payment shall be due within 30 days of the date of the invoice unless otherwise specified. All invoices, whether partial or in full, shall be due and payable in full by Customer pursuant to the terms set forth thereon. Invoices not timely paid are subject to an interest charge of 1.5% per month on any

unpaid balance or the maximum rate allowed by law, which interest charges shall accrue beginning on the invoice due date. If the Customer shall be deemed by the SUPPLIER to be unable to pay its debts as they fall due, or if the Customer (i) becomes insolvent, files or has filed against it a petition for winding up, makes any assignment for the benefit of creditors, or has a receiver, administrator or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that SUPPLIER determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Customer hereunder shall at SUPPLIER's option become immediately due and SUPPLIER shall be entitled to cancel the contract in whole or in part by giving written notice to the Customer, without prejudice of any other right or remedy available to the SUPPLIER. ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SUPPLIER AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SUPPLIER'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SUPPLIER. Customer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Customer shall pay all amounts not in dispute. Customer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by SUPPLIER hereunder. Time for payment shall be of the essence.

15. Supplier Obligations: ANY SUPPLIER WALLBOX PRODUCT DELIVERED HEREUNDER AND THEN RETURNED TO CUSTOMER OPENED BY AN END-USER MAY (WHETHER SUCH PRODUCT IS DEFECTIVE OR OTHERWISE) BE RETURNED BY CUSTOMER TO SUPPLIER FOR A PERIOD UP TO ONE (1) YEAR FROM THE DATE OF SALE BY CUSTOMER TO END-USER. UPON RETURN OF SUPPLIER PRODUCT BY CUSTOMER, SUPPLIER MAY ELECT, AT ITS SOLE OPTION, TO RETURN THE CONSIDERATION PAID BY CUSTOMER TO SUPPLIER FOR SUCH RETURNED PRODUCT OR TO DELIVER REPLACEMENT PRODUCT TO CUSTOMER.

16. Warranty: SUPPLIER WARRANTS THAT SUPPLIER PRODUCT DELIVERED HEREUNDER WILL AT THE TIME OF DELIVERY BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND WILL CORRESPOND WITH THE SPECIFICATIONS ISSUED BY SUPPLIER AND PERFORM UNDER NORMAL USE AND SERVICE. SUBJECT TO THE FOREGOING ALL WARRANTIES, REPRESENTATIONS, GUARANTEES, CONDITIONS AND TERMS, OTHER THAN THOSE EXPRESSLY SET OUT IN THE AGREEMENT WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE OR OTHERWISE AND WHETHER WRITTEN OR ORAL ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THE PRODUCT-SPECIFIC WRITTEN WARRANTIES PROVIDED IN OR WITH THE SUPPLIER PRODUCT ARE INTENDED EXCLUSIVELY FOR THE BENEFIT OF THE END-USER AND NOT CUSTOMER.

17. Remedies of Customer / Limitations of Liability: THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER UNDER THE WARRANTY IN CLAUSE 16 (OR OTHERWISE) IN RESPECT OF SUPPLIER PRODUCT THAT IS CAPABLE OF BEING RETURNED TO SUPPLIER SHALL BE AS PROVIDED FOR IN CLAUSE 15. WITH RESPECT TO SUPPLIER'S NONCOMPLIANCE WITH ANY OTHER OBLIGATION OF SUPPLIER HEREUNDER, SUPPLIER MAY IN ITS SOLE DISCRETION ELECT TO CURE SUCH NONCOMPLIANCE WITHIN A REASONABLE PERIOD OF TIME. ANY ACTION BROUGHT BY CUSTOMER IN CONNECTION WITH SUCH NONCOMPLIANCE HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUES OR IT WILL BE DEEMED WAIVED. SUPPLIER'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER, ARISING FROM OR IN CONNECTION

WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE, SHALL IN NO EVENT EXCEED AMOUNTS PAID BY CUSTOMER TO SUPPLIER FOR THE SUPPLIER PRODUCTS INVOLVED, AND CUSTOMER RELEASES SUPPLIER FROM ALL CLAIMS AND LIABILITIES IN EXCESS OF THIS LIMITATION AND WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REMEDY OF SPECIFIC PERFORMANCE. IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY CLAIM (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE) FOR (A) ANY LOSS OF PROFIT, REVENUE, ANTICIPATED SAVINGS, BUSINESS OR CONTRACT, AND (B) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS. CUSTOMER ACCEPTS THAT THE LIMITATIONS AND EXCLUSIONS SET OUT IN THE AGREEMENT ARE REASONABLE HAVING REGARD TO ALL THE CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, THE CONSIDERATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT IN ANY WAY SUPPLIER'S LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION OR FOR BREACH OF ITS OBLIGATIONS UNDER §12 OF THE SALE OF GOODS ACT 1979. TO THE EXTENT THAT ANY RELEVANT JURISDICTION DOES NOT ALLOW SUPPLIER TO DISCLAIM LIABILITY FOR CERTAIN DAMAGES OUTLINED ABOVE, SUCH SPECIFIC LIMITATIONS OR EXCLUSIONS SHALL NOT APPLY.

18. Force Majeure: SUPPLIER shall be under no liability for any failure to perform any of its obligations under these Terms or any contract if and to the extent that the failure is caused by reason of any cause outside the control of the SUPPLIER. Delivery suspended or not made by reason of force majeure shall be canceled without liability, but the Terms shall otherwise remain unaffected.

19. Compliance with Laws, Regulations & Orders: Customer warrants that it will comply at all times with all applicable laws, ordinances, rules and regulations and when requested, shall furnish evidence to SUPPLIER of such compliance. Customer shall, without limitation, comply with U.S. laws and regulations relating to exports, export controls, and foreign corrupt practices.

Customer acknowledges and agrees that Supplier Products may be subject to trade control laws, including the export control and economic sanctions laws of the United States, Canada, the European Union, and/or other jurisdictions, which may restrict the export of products from the United States and their re-export from other countries. Customer will comply with all applicable laws and regulations in the performance of this Agreement and in the import, export, re-export, shipment, transfer, sale, use, operation, maintenance, or repair of Supplier Products and any related technology and services. Customer hereby specifically acknowledges and confirms that it will not distribute or otherwise transfer Supplier Products or engage in the provision of technical support or other services, directly or indirectly through third parties or otherwise, to jurisdictions that may now or in the future be subject to U.S. territorial sanctions, including Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Despite anything to the contrary in the present Agreement, SUPPLIER shall not be required to act in any way that is prohibited by applicable trade control laws. It shall be in the sole discretion of SUPPLIER to refrain from being directly or indirectly involved in the provision of Supplier Products, goods, services and/or technology that may be prohibited by applicable trade control laws.

Customer represents and warrants that neither Customer, nor any parent, subsidiary, affiliate, or associated company of Customer, is included on any of the restricted party lists maintained by the U.S.

Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls (collectively, "Restricted Party Lists"); and is not owned or controlled by any Restricted Party. Customer shall immediately notify SUPPLIER if Customer, any parent, subsidiary, affiliate or associated company of Customer becomes listed on any Restricted Party List or owned or controlled by Restricted Parties. Customer hereby acknowledges and confirms that, unless specifically authorized in these Terms and under applicable trade control laws, it will not sell, export, re-export, transfer or re-transfer any Supplier Products or any related technology or services that are sold or otherwise provided hereunder (including samples), directly or indirectly through third parties or otherwise, to any company or individual on the Restricted Party List.

20. General: This agreement shall not be assigned by Customer without the prior written consent of SUPPLIER, and any assignment made without such consent shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No modification of these terms and conditions shall be effective unless made in writing and executed by SUPPLIER. These terms shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with these terms. In the event that any provision(s) of these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these Terms and Conditions, and every other provision shall remain in full force and effect