1. Applicable Terms and Conditions
(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller’s products and/or services. Seller reserves the right to modify these terms and conditions or to refuse any order placed by Buyer at its discretion. If Buyer’s order is modified, the modified terms and conditions will become effective upon Seller’s acceptance by Buyer. These terms and conditions supersede any terms or conditions, whether written or oral, included in Buyer’s purchase order form or in any other document or communication pertaining to Buyer’s order, will be binding on Seller. Buyer acknowledges that it is aware of these terms and conditions and hereby agrees to be bound by them.

2. Waiver
(a) Seller’s failure or delay in exercising any right or power under these terms and conditions will not constitute a waiver of any provision hereunder.
(b) Seller’s failure or delay in exercising any right or power under these terms and conditions will not constitute a waiver of any provision hereunder.

3. Price, Payment, Terms, and Title
(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as “firm,” Seller reserves the right to adjust such prices in an effort to the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in United States dollars unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, excise, or similar taxes. Export packaging or any other special handling requested by Buyer will not be at Buyer’s expense. A service charge of 25% will be assessed for any order less than $100.

4. Acceptance
(a) Buyer may return any products that have been supplied in accordance with the specifications or samples but not to Buyer’s satisfaction within 30 days from the date of delivery to Buyer, if so requested in writing by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the products in which they are installed to the same extent as the original products. Buyer’s services provided under these terms and conditions do not assure uninterrupted operations of Products, Seller shall not be liable for damages caused by any delays involving warranty service.

(b) The warranty period for Products is twelve (12) months from the date of shipment unless otherwise agreed by Seller in writing.

5. Limited Warranty
(a) Seller warrants to each original Buyer of Products that Seller’s products (the “Products”) will be warranted to Buyer, to establish a claim under this warranty. The cost of labor for removing the Products from Buyer’s premises for the purposes of warranty repair shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the products in which they are installed to the same extent as the original products. Buyer’s services provided under these terms and conditions do not assure uninterrupted operations of Products, Seller shall not be liable for damages caused by any delays involving warranty service.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer’s employees who have a need to know, and further agrees to limit the intended audience of any disclosure of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a request of a government agency or law but only if Buyer provides prompt notice to Seller of such request and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer agrees not to use Seller Confidential Information except in the normal course of Buyer’s business, and Buyer and its employees and agents will not use Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller’s written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all written material and all copies containing Seller Confidential Information.

11. Patent Indemnity
(a) In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney’s fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product, arising from or relating to a claim that such Product furnished by Seller to Buyer, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any such suit brought upon such claim or claims.

12. Changes in Product Design or Manufacture
Seller shall have the right to change, discontinue or modify the design and construction of the products and to substitute material equal to or superior to that originally specified.

13. Software License
Software, if included with a Product, is hereby licensed and not sold. The license is non-transferable and no copies are granted.

14. Compliance with Laws
Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations.

15. Waiver
No waiver of any provision of these terms and conditions or any right or default hereunder shall be effective unless in writing and signed by an authorized representative of Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language
The parties have expressly required that these terms and conditions be prepared in the English language. Language is the only language that will be used between Seller and Buyer in connection with these terms and conditions.

17. Choice of Law and Dispute Resolution
Except as set forth below, all matters related to these terms and conditions shall be governed by and construed in accordance with the laws of any state in the United States or any foreign country to which the Products are shipped, and Buyer is bound by and agrees to be subject to such laws and foreign laws. All disputes, claims, causes of action arising out of or relating to these terms and conditions or the interpretation, performance, administration, or termination of these terms and conditions will be subject to the jurisdiction of the state courts of Texas or the United States District Court for the Northern District of Texas, and Buyer expressly agrees to be subject to the jurisdiction of the state courts of Texas or the United States District Court for the Northern District of Texas.

18. Assignment
Buyer may not assign, transfer or sub-license the performance of its services, or assign its rights and/or obligations hereunder, without Seller’s prior written consent.

19. Severability
If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remainder of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, a separate and similar provision as may be legal, valid and enforceable under applicable law.

ACF110706
April 6, 2011

Cooper Lighting, LLC
Terms and Conditions