



**UNITED LIGHTING STANDARDS, INC.
TERMS AND CONDITIONS OF SALE**

I. General

The Terms and Conditions of Sale outlined in this Contract (the "Terms") apply to the sale by United Lighting Standards, Inc. (the "Company") of products, components and/or parts (the "Products"). The Terms are an integral part of the quotation prepared and delivered to you ("Customer") by the Company. The quotation constitutes an offer on the part of the Company to sell the goods as described in the quotation. No contract shall be formed by reason of preparation or delivery of this quotation, unless and until Customer accepts the quotation in writing. The acceptance of the quotation and these Terms are referred to as the "Contract." Customer's acceptance is expressly conditioned upon its assent to all of the terms and conditions in the Terms and the quotation. In the event Customer's acceptance conflicts with, varies or supplements the Terms, the Company hereby objects to such provisions and the Terms shall govern, and the Customer's conflicting, varying or supplemental provisions are rejected and will be null and void. Company's delivery of Products will be in accordance with the Terms.

II. Shipment, Title and Risk of Loss or Damage

Shipment of Products will be made to Customer and title and risk of loss or damage to the Products passes to Customer upon tender of delivery FCA Company manufacturing facility (Incoterms 2012) unless otherwise agreed to by the parties. If the Contract requires delivery by Company, risk of loss passes to Customer on delivery. Anchor bolts and/or accessory items shipped prior to poles at Customer's request will be prepaid with freight costs billed to Customer. Company will provide a freight allowance for products that are back ordered as determined by Company, but a request for a partial release of an order by Customer or the distributor will not qualify for that freight allowance. Customer grants to Company a security interest in the Products, regardless of mode of attachment to realty or other property, until full payment has been received by Company for this Contract. Customer consents to the filing of one or more financing statements by Company.

III. Assignment

Customer may not assign or transfer this Contract without the prior written consent of the Company.

IV. Delivery and Delays

Delivery dates will be estimated and in no event will dates be construed as falling within the meaning of "time is of the essence". The Company is not liable for any loss or delay due to war, riots, terrorist activity, fire, flood, strikes or other labor difficulty, damage or delay in transportation, in-ability

to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Customer's receipt of Products constitutes a waiver of any claims for delay.

V. Terms of Payment and Interest

The terms of payment are net thirty (30) days from the invoice date, subject to the approval of the Company's credit department at the time of shipment. The Company reserves the right to require payment in advance, C.O.D. or guarantee by letter of credit, and to otherwise modify credit terms at its discretion based on the financial condition of Customer or changes that impact the ability of Customer to perform. All payments not made when due accrue interest at the rate of 1.5% per month (18% per annum) or the highest amount allowed by law, whichever is less.

VI. Prices and Taxes

Prices are subject to change without notice and will not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed or resulting from this transaction. Taxes will be itemized separately to Customer, who will make prompt payment to the Company. The Company will accept a valid exemption certificate from Customer, if applicable. If such exemption certificate is not recognized by the involved governmental taxing authority, Customer agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay. Customer will indemnify and hold the Company harmless from the payment or imposition of any tax or levy imposed on any sold Products, plus penalties, interest and reasonable attorneys' fees connected with the imposition of any such tax or levy.

VII. Set Offs

Neither Customer nor any affiliated company or assignee has the right to claim compensation or to set off against any amounts which become payable to the Company under this Contract or otherwise.

VIII. Survival

The remaining provisions will survive the termination or expiration of this Agreement.

IX. Indemnification and Insurance

Customer assumes all responsibility that the Products are fit for the intended purpose, and Customer and its site engineer are fully responsible for use of Products inconsistent with the specifications of the Products.

Customer will indemnify, defend, save, and hold harmless the Company, its parent, affiliates, directors, officers, servants, and employees, from and

against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of, damage to, or destruction of any property or any injury to or death of any person arising from Customer's use, repair, maintenance, or disposition of the Products. Customer is not required to indemnify the Company for claims or liabilities arising from the Company's negligence or misconduct or breach of its obligations arising under this Contract.

X. Warranty

The Company warrants that the Products manufactured by it and delivered under this Contract are free of substantial defects in material and workmanship for a period of twelve months from the date of shipment to Customer. Customer must promptly report to the Company in writing any failure of the Products to conform to the warranty within the one year warranty period. Company will, at its option, correct such nonconformity by suitable repair to such Products or it will furnish a replacement part FCA point of shipment (Incoterms 2012), provided Customer has stored, installed, maintained and operated such Products in accordance with good industry practices and has complied with specific recommendations of the Company. The Company is not liable for any repairs, replacements, or adjustments to the Products or any costs of labor performed by Customer or others without the Company's prior written approval. Repair or replacement of defective Products will constitute fulfillment of all responsibility and liability of the Company for such nonconformities. Products will not be accepted for return without the prior consent of Company. If approved for return, Company will issue a return goods authorization (RGA). A restocking charge will apply to Products that are authorized for return and are in first class, resalable condition, and accompanied by the RGA, freight prepaid.

All products are designed and fabricated to withstand the load applied when properly selected using the EPA chart in the catalog. Some geographical areas have special wind conditions that can create wind induced vibrations causing a fatigue problem. No method has yet been found for predicting destructive lighting pole vibration. These conditions are unique but cannot be guaranteed against, and are the responsibility of a local site engineer. AS A RESULT, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO DAMAGE CAUSED TO THE PRODUCTS OR CAUSED BY THE PRODUCTS AS THE RESULT OF WIND INDUCED VIBRATIONS.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY THE COMPANY, THE PRODUCTS, SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS IS," AND THE COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS, DELIVERABLES OR SERVICES PROVIDED UNDER

THIS CONTRACT, OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED BY THE COMPANY AND ARE EXCLUDED BY THE PARTIES.

XI. Limitation of Liability

THE REMEDIES OF CUSTOMER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE PRODUCTS AND SERVICES FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC UNIT OF DEFECTIVE PRODUCTS PAID BY CUSTOMER UPON WHICH SUCH LIABILITY IS BASED.

XII. Limitations on Damages

IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT, WHETHER BASED ON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XIII. Survival of Limitations

THE FOREGOING LIMITATIONS OF LIABILITY SHALL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED IN THIS CONTRACT.

XIV. Termination and Cancellation

Customer cannot terminate, suspend performance under, or issue a "hold" order on this Contract in whole or in part without the Company's written consent. Customer's liability for termination, suspension, or "hold" includes the Company's charges related to a hold beyond the price of finished Products delivered and/or held for Customer's disposition, such charges including, but not limited to, costs for work in process and other adjustment to the quantity actually delivered plus a charge for the undelivered Products.

Neither party can cancel this Contract for breach of any of its provisions by the other party without giving the other party sixty (60) days advance written notice and a reasonable time in which to cure the alleged breach, except in the event of (a) insolvency of such other party, or (b) failure of Customer to make timely payment. Upon cancellation, the parties shall be

entitled to rights and remedies available at law or under this Contract, except to the extent excluded or limited by this Contract.

The Company, without canceling this Contract, may decline to make further deliveries under this Contract in the event of a breach by Customer. Should the Company elect to continue delivering despite the breach, such action will not constitute a waiver of Customer's breach or in any way affect the Company's remedy.

XV. Essential Basis of Bargain

Customer acknowledges and agrees that the fees charged by the Company under this Contract reflect the overall allocation of risk between the parties and are an essential basis of the bargain.

XVI. Governmental Authorizations

All licenses or other required governmental approvals will be obtained by Customer at its sole cost and expense, and Customer agrees to comply with all applicable laws and regulations.

XVII. No Solicitation.

Customer agrees that it will not solicit for employment any of Company's employees, contractors, subcontractors or associates for a period of one (1) year from the date of the completion of this Contract and final payment to Company. If Customer does hire an existing employee of Company in violation of this provision or an employee who has terminated his relationship with Company within the six (6) month period prior to the date the former employee is hired by Customer, Customer agrees to pay Company a fee equal to one (1) year's total compensation and benefits for that person.

XVIII. Controlling Law; Venue; Jurisdiction; Attorneys' Fees

The rights and obligations of the parties are governed by the laws of the State of Michigan excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. Except as the Company may deem necessary to protect its interests in the Products or otherwise, neither party may bring any action involving the other except in the Circuit Court of Macomb County, Michigan, or the United States District Court for the Eastern District of Michigan, and the parties hereby acknowledge and submit to the exclusive personal jurisdiction of either court.

XIX. Waiver

Failure or delay in the exercise of any right or remedy under this Contract will not waive or impair such right or remedy. No waiver given will require future or further waivers.

XX. Severability

Any portion of this Contract determined to be contrary to any controlling law, rule or regulation will be revised to be consistent with controlling law. If a portion of this Contract cannot be revised to be consistent with controlling

law, it will be deleted and the remaining balance of this Contract will remain in full force and effect.

XXI. Entire Agreement

This Contract contains all the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, oral or written. These Terms may not be modified or amended except in a writing signed by a duly authorized officer of each party. Company specifically rejects any terms or conditions that may be contained in any Customer purchase order, communication or other record. If Customer issues a purchase order to Company related to this Contract, Customer agrees that no terms or conditions contained in that purchase order will be applicable to this Contract but acknowledges that the purchase order is issued for its internal recordkeeping purposes only.

XXII. Priority

Notwithstanding anything to the contrary in this Contract, if any of the terms or conditions set forth in this Contract conflicts with any terms or conditions set forth in the quotation that incorporates the Terms by reference, then the conflicting terms and/or conditions in such quotation shall control with respect to this Contract. However, nothing in any other document shall amend or delete the limitations of liability or damages or exclusions of warranties in this Contract.