

ENVOLTAGE LED STANDARD TERMS OF SALE

- 1. Agreement.** By ordering or purchasing products or services from Envoltage LED Displays, Inc. ("Envoltage LED"), the Customer agrees to be bound by these Standard Terms of Sale and Envoltage LED's additional agreements and documents as follows: any customized Terms of Sale set forth in Envoltage LED's quotations to Customer for specific products and services; the End-User License Agreement for Envoltage LED Software; the Service Level Agreement and User Acknowledgement of Cellular Modem Communication & Data Plan; Envoltage LED's Freight Damage Guidelines; Envoltage LED's Limited Warranty for applicable products; all forms, checklists, and installation photos required by Envoltage LED for warranty coverage; all manuals and guidelines provided by Envoltage LED for care, maintenance, and operation of Envoltage LED products and services; and all other agreements pertaining to the order executed by both Envoltage LED and Customer. All such additional agreements and documents are incorporated herein by reference and are a material part of these Standard Terms of Sale. These Standard Terms of Sale and all incorporated agreements and documents, plus Customer's purchase order accepted by Envoltage LED, if any, collectively comprise the "Agreement."
- 2. Priority of Agreements.** In the event of any conflict or inconsistency between any agreement or document forming part of the Agreement, the following order of priority will apply: (i) first, any written addendum or amendment to a quotation or purchase order that is executed by both Envoltage LED and Customer; (ii) second, Envoltage LED's quotation; (iii) third, these Standard Terms of Sale; (iv) all other agreements and documents incorporated into these Standard Terms of Sale; and (v) fifth, Customer's purchase order accepted by Envoltage LED. For purpose of clarity, Envoltage LED rejects any and all modified or additional terms within Customer's purchase order
- 3. Quotations.** Quotations from Envoltage LED to Customer are valid for the period specified in the quotation, or if no period is specified, for no more than sixty (60) days from their date. All quotations are subject to change by Envoltage LED at any time upon notice to Customer. Customer is obligated to review the quotation carefully and to immediately advise Envoltage LED of any discrepancies or errors. Changes to the products or services supplied by Envoltage LED after Customer's acceptance of a quotation are valid only when accepted in writing and signed by both Envoltage LED and Customer.
- 4. Terms of Payment.** Upon Customer's acceptance of Envoltage LED's quotation, Customer will make a non-refundable minimum deposit of one-half of the aggregate purchase price. The aggregate purchase price includes applicable taxes, crating, transportation, delivery charges, and any other expenses related to this Agreement. Unless otherwise specified in the quotation, the remaining balance of the aggregate purchase price must be paid by Customer and received by Envoltage LED no later than seven (7) days prior to Envoltage LED's shipment of products or commencement of services, whichever is earlier. Unless otherwise specified in



the quotation, the purchase price does not include costs of any construction or installation of Envoltage LED's products at the installation location. Such costs are solely the responsibility of Customer and the end-user. For any Envoltage LED products delayed in shipment at the request of Customer, the remaining balance of the aggregate purchase price will accrue interest at the rate of 18% per year, commencing on the date Envoltage LED is first ready to ship. All interest charges must be paid by Customer no later than seven (7) days prior to Envoltage LED's shipment. Customer's failure to comply with all terms of payment may result in suspension of access to Envoltage LED's services. Such access may not be restored until terms of payment are fulfilled. In the event Customer fails to make payment to Envoltage LED by the due dates specified herein or as otherwise agreed between Envoltage LED and Customer, or in the event Customer fails to accept delivery of any product within six (6) months of the date Envoltage LED is first ready to ship, Envoltage LED may, in its sole and absolute discretion, (a) suspend or terminate its performance as it relates to any and all obligations benefiting Customer or any end-user; (b) retain all funds deposited or paid by Customer to Envoltage LED; (c) reverse any transfer of title and retain possession of all products not yet shipped; (d) pursue monetary damages as permitted by law; and (e) restrict access to Envoltage LED's software and services. The remedies set forth herein are cumulative and not exclusive of each other or any other remedy.

5. **NSF Payment.** The issuance of any check, electronic check, or ACH transfer by Customer that is returned by Customer's bank as not honored for payment for any reason will incur an additional charge of \$100.00. All fees and charges created by such dishonored payment will be immediately due. In the event of any dishonored payment of Customer, future checks, electronic checks, or ACH transfers from Customer may not be accepted as payment for future orders, in Envoltage LED's sole discretion.
6. **Delivery; Title and Risk of Loss.** Envoltage LED will arrange for delivery of products to Customer at Customer's sole cost. Envoltage LED is not responsible for any delays in shipment that are beyond Envoltage LED's control. Title to, and risk of loss of, Envoltage LED's products will pass to Customer upon Envoltage LED's placement of the products with the shipping carrier, FOB factory, except that title and risk of loss will automatically pass to Customer (a) on the date Envoltage LED is first ready to ship, in the event Customer requests that shipment be delayed.
7. **Inspection.** Customer will inspect all products within 24 hours after receipt of delivery. Customer will be deemed to have accepted all products unless the requirements of this section and incorporated documents are strictly followed, including reporting deficiencies to Envoltage LED in writing or by email within the strict time periods described in this section. Customer must strictly comply with Envoltage LED's Freight Damage Guidelines, incorporated herein by reference, in the event any product is delivered in damaged condition. Envoltage LED's Freight Damage Guidelines require that damaged shipments be reported to Envoltage LED within 24 hours of delivery for visually damaged products and within 48 hours of delivery for products without visual damage. Customer must refuse shipment of visually damaged products in order to comply with Envoltage LED's Freight Damage Guidelines. Notwithstanding anything to the contrary, Customer's sole remedy in the event of products damaged in shipment is limited to the proceeds of a claim against the shipper. Customer must report Nonconforming Products to



Envoltage LED within 48 hours of delivery and must furnish to Envoltage LED such written evidence or other documentation as reasonably required by Envoltage LED. "Nonconforming Product" means only the following: (i) a product shipped is different from the product identified in Envoltage LED's quotation; or (ii) a product's label or packaging incorrectly identifies its contents. If Customer timely notifies Envoltage LED of any Nonconforming Product, Envoltage LED, in its sole discretion, will (i) replace such Nonconforming Product with a conforming product, or (ii) credit or refund the price for such Nonconforming Product. Shipped products must be returned to Envoltage LED to be eligible for replacement, credit, or refund. Returned products must be in new and unused condition. If Envoltage LED determines upon inspection that a returned product was used or damaged, or if any parts or contents are missing from the return shipment, there will be no replacement, credit, or refund. All products, once installed, are not returnable. If Envoltage LED exercises its option to replace the Nonconforming Product, Envoltage LED will deliver a conforming product to Customer according to the delivery terms applicable to the original product. Customer acknowledges and agrees that the remedies set forth in this paragraph are Customer's exclusive remedies for the delivery of a Nonconforming Product.

8. **Returns and Exchanges.** Due to the custom nature of Envoltage LED products, all orders of Envoltage LED products are considered custom orders. Custom order cancellation and return policies are restrictive, as follows:
 - (a) All requests for order cancellation or returns must be first submitted to Envoltage LED for authorization, the granting of which is at Envoltage LED's sole discretion.
 - (b) All orders, once production starts, are not cancellable or returnable except in extremely rare and unusual situations, under the terms and conditions set forth herein.
 - (c) Orders may be cancelled, with Envoltage LED's authorization, prior to the start of production, with cancellation fee charges as follows:
 - (d) Cancel within 7 days of order date – no fee
 - (e) Cancel within 14 days of order date – 35% of order amount
 - (f) All products, once installed, are not returnable.
 - (g) Return credit, if any, is based on Customer's purchase price for the product less any cancellation or restocking charges, freight, insurance, and other expenses. Credit will be issued after full inspection of the returned product by Envoltage LED.
 - (h) Warranty returns are governed by Envoltage LED's Limited Warranty, the terms of which are incorporated herein by reference.
 - (i) Returns of Nonconforming Products are governed by the applicable section herein.
9. **Third Party Software.** Operation of Envoltage LED products is supported only with manufacturer provided software and Envoltage LED qualified versions of approved third party software. Installing unsupported software in Envoltage LED products could lead to non-operation or faulty operation for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.
10. **Seller's Lien.** As collateral security for the purchase of products and services from Envoltage LED, Customer hereby grants to Envoltage LED a lien and security interest in and to all the right, title, and interest of Customer in, to, and under all products that Customer purchases



from Envoltage LED, regardless of whether such products are transferred to a different end-user or where such products are installed. Where permitted by law, the parties acknowledge that the security interest granted under this provision constitutes a purchase money security interest. Customer agrees to promptly execute and deliver such further documents as reasonably requested by Envoltage LED to preserve and perfect such security interest. Customer authorizes Envoltage LED to file financing statements in any applicable jurisdiction to perfect such security interest.

11. Use of Customer Name, Likeness, and Image. Customer agrees that Envoltage LED, without compensation to Customer, may use Customer's name, likeness, and image, along with photographs, images, and videos of Envoltage LED's products installed at any location, in Envoltage LED's advertising and promotional materials in any media worldwide, now existing or hereafter devised, without the prior written consent of Customer.

12. Limited Warranty.

- a. Envoltage LED will provide a Limited Warranty to Customer and its end-users subject to terms, conditions, limitations, and exclusions promulgated by Envoltage LED from time to time at Envoltage LED's sole discretion. The current terms of such Limited Warranty are set forth in a separate document and incorporated herein by reference. THIS WARRANTY IS NOT VALID FOR CUSTOMER, ITS END-USERS, OR ANYONE ELSE, UNLESS CUSTOMER HAS PAID IN FULL FOR ALL PRODUCTS AND SERVICES PURCHASED FROM ENVOLTAGE LED. Customer understands and agrees that in order for a product to qualify for Envoltage LED's Limited Warranty, Customer, in cooperation with its end-users, must promptly register the product with Envoltage LED, complete, sign, and submit Envoltage LED's required warranty forms and checklists, and provide installation photos to Envoltage LED, for Envoltage LED's approval. Customer will be responsible for handling all warranty returns of products to Envoltage LED.
- b. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF ENVOLTAGE LED'S LIMITED WARRANTY OR FOR PRODUCT DEFECTS WILL BE THE REMEDIES SPECIFIED IN ENVOLTAGE LED'S LIMITED WARRANTY, IF ANY; OR IN THE EVENT ENVOLTAGE LED FAILS TO PROVIDE SUCH REMEDIES, REFUND OF THE PURCHASE PRICE ACTUALLY PAID FOR THE AFFECTED PRODUCTS. ENVOLTAGE LED MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- c. Envoltage LED's Limited Warranty does not extend to any product that is modified, altered, or operated in a manner other than as specified by Envoltage LED, or is treated with abuse, negligence, or other improper treatment, including without limitation use outside the recommended environment or specifications.
- d. No agent, employee, or representative of Envoltage LED has any authority to bind Envoltage LED to any affirmation, representation, or warranty concerning the products,



unless such affirmation, representation, or warranty is specifically included in this Agreement. Any unauthorized affirmation, representation, or warranty will not be enforceable by Customer or any end-user of any product. Customer will be liable for any representations or warranties made by it, whether in writing or orally, without the approval of Envoltage LED.

- 13. INDEMNIFICATION. CUSTOMER WILL, AND WILL CAUSE ITS END-USERS TO, INDEMNIFY AND HOLD HARMLESS ENVOLTAGE LED AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING ALL ATTORNEY FEES) WITH RESPECT TO INSTALLATION AND USE OF ALL ENVOLTAGE LED PRODUCTS AND SOFTWARE, INCLUDING WITHOUT LIMITATION CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, FOR EXAMPLE, THE DISPLAY OF INFRINGING IMAGES BY CUSTOMER OR ITS END-USERS.**

- 14. LIMITATION OF LIABILITY. ENVOLTAGE LED SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, WHETHER OR NOT FORESEEABLE, OR (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ENVOLTAGE LED IS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ENVOLTAGE LED'S LIABILITY, AND THE LIABILITY OF ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, IS STRICTLY LIMITED TO AND SHALL NOT EXCEED THE TOTAL DOLLAR AMOUNT ACTUALLY PAID BY CUSTOMER TO ENVOLTAGE LED FOR THE PRODUCTS AND SERVICES TO WHICH THE CLAIM RELATES. THIS LIMITATION OF LIABILITY AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND CUSTOMER'S SOLE REMEDIES.**

- 15. Force Majeure.** Envoltage LED will not be liable to Customer or any end-user for any delay or failure of delivery or other performance caused in whole or in part by any event or condition beyond Envoltage LED's reasonable control, including without limitation acts of God or nature, strikes, lockouts, labor problems of any type, industrial disturbances, transportation failures, terrorist acts or threats, acts of a public enemy, wars, blockades, insurrections, riots, civil disturbances, arrest and restraint of rulers and people, epidemics or pandemics such as COVID-19, embargoes, quarantines, viruses (biological or electronic), telecommunications failures, technology attacks, instability and unavailability of the Internet, natural disasters, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, windstorms, explosions, accidents, acts of any government or any agency or subdivision thereof, and shortage or inability to secure labor, fuel, energy, raw materials, supplies, or machinery at reasonable prices from regular sources. Notwithstanding any event or condition of force majeure, Customer is expressly required to pay all monetary obligations to Envoltage LED, fully and timely when due under this Agreement.

- 16. Entire Agreement.** This Agreement contains the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between



the parties. Each party hereto acknowledges and warrants to the other party that no promise, representation, or inducement not expressly contained herein has been made or offered, and that this Agreement is executed without reliance on any promise, representation, or warranty not expressly contained herein.

17. **Amendment and Waiver.** Except as otherwise expressly provided herein, this Agreement cannot be amended, modified, changed, or altered in any way except by a writing signed by all parties hereto. Failure to enforce any provision of the Agreement by a party shall not constitute a waiver of any term hereof by such party. Waiver of any one provision of this Agreement shall not constitute a waiver of any other provision herein.
18. **Governing Law and Forum.** This Agreement will be governed by and construed under the laws of the State of California and the United States without giving effect to the principles of conflicts of laws and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction and venue for all disputes, controversies, and claims arising out of or relating to this Agreement or the breach thereof will be in the federal and state courts located in or with jurisdiction over San Bernardino County, California, United States. Customer expressly consents and submits to personal jurisdiction of such courts and expressly agrees not to challenge venue as improper.
19. **Attorney Fees and Costs.** The prevailing party in any action under this Agreement will be entitled to its reasonable attorney fees and costs.
20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
21. **Export Controls and Regulations.** Customer will not sell or transship Envoltage LED products or software across international borders without Envoltage LED's express prior written consent, or knowingly sell such products to any person who will transship the same for ultimate use in any country into which sales directly by Envoltage LED would be prohibited by the laws of the United States or the laws of the country where such sale is made. Envoltage LED assumes no responsibility for Customer's failure to obtain any necessary import or export approvals. Customer will not sell any products or software purchased from Envoltage LED to any persons, entities, or groups named on any United States export exclusion lists or to any embargoed or terrorist countries as specified in United States export laws and regulations. This section will not be interpreted to restrict the foreign commerce of the United States or to violate any laws of the United States.
22. **Restriction on Gifts.** Customer will take all necessary actions to safeguard against it and its employees and agents from offering, giving, promising to give, or authorizing giving, directly or indirectly, any money or anything else of value to any person, including any government official, political party, political official, or candidate for political office, in order to influence any business decision relating to the products or otherwise in connection with its activities under this Agreement.