1. **Applicable Terms and Conditions**
   
   (a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller with respect to the purchase of Seller's products and/or services (“Products”). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to the acceptance of any additional or different terms and conditions, which shall be ineffective.

   (b) If Seller's order acknowledgement, invoice, other document, or electronic transmission including or attaching these terms and conditions is found to be inaccurate, incomplete, or inconsistent with the documents that Buyer sent to Seller, Buyer's acceptance of the order shall not be affected and no implied terms or conditions shall be added or made by virtue of Buyer's acceptance of the order. Any changes to the order must be agreed to in writing by Seller.

2. **Price, Payment Terms, and Title**
   
   (a) All prices are firm and will be effective at the time of quotation and are subject to change without notice. Unless otherwise agreed in writing, all prices are F.O.B. at Seller's place of storage and handling incurred by Seller after the date that the Seller is prepared to make shipment. Buyer shall be responsible for payment of all charges for transportation, insurance, duties, and taxes. Seller extends credit to Buyer for invoices incurred by Buyer and paid within 30 days following the purchase. Buyer selects the delivery point as specified by Buyer and agrees to pay all costs of delivery, insurance, and taxes. Buyer agrees to pay interest on any invoices not paid on time at a rate of 1.5% per month, or 18% per annum, whichever is less, for the period that the invoice remains unpaid.

   (b) Seller reserves the right to change, discontinue or modify the design and specifications of any of its products and to substitute material or to require that Buyer purchase parts of Seller's own manufacture.

3. **Delivery and Risk of Loss**
   
   (a) Unless otherwise agreed in writing, delivery of all Products will be EXW (Incoterms 2000) Seller's facility. Seller will package the Products in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Seller shall return to Seller any unused or unneeded packages received from Buyer. Buyer agrees to assume all risks of loss or damage to the Products while in the possession or under the control of Seller. Buyer is responsible for obtaining insurance to cover all Products at all times and for the payment of all expenses associated with such insurance.

   (b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to manufacture or ship the Product. Time is of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligation to manufacture or ship the Product is conditioned on Seller's receipt of payment for the Product or deposit on the Product. Buyer shall bear all risks of loss or damage to the Products while in the possession or under the control of Seller.

4. **Acceptance**
   
   Acceptance shall occur, if not before, when Buyer fails to reject within 10 days after delivery of the Products, whether and for any reason only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer may reject any or all of the Products, but may not reject any portion of the Products unless Buyer gives written notice of such rejection no later than ten (10) days after delivery of such Products, and no later than ten (10) days after Buyer's receipt of the Products. Buyer may reject a product only if Buyer provides written notice of such rejection within ten (10) days after delivery of such Products and Seller receives such notice within ten (10) days after Seller's receipt of such notice of rejection. Buyer shall make any inspection and/or test of the Products necessary to determine whether the Products conform substantially to the specifications for the Products. Buyer agrees to pay all costs of inspection and testing, as well as reasonable costs of transportation and handling of the Products to the point of inspection and test.

5. **Limited Warranty**
   
   (a) Seller will provide to each original Buyer of Products that are Products, at the time of delivery to the Buyer, in good working order and conform to Seller's publicly published specifications, provided that no warranty is made with respect to any Products, ballasts, lamp component parts, or accessories manufactured by others but supplied by Seller.

   (b) Seller's obligation under this warranty for any Product provided not to be as warranted in the applicable warranty period is limited to, at its option, repair or replacement of the Products or refund of the purchase price of the Products. Seller may, at its option, repair or replace any Product at Seller's facility as part of Seller's quality assurance program. Buyer shall be responsible for all costs and expenses of removing the Products from their location and delivering them to Seller prior to Seller's repair or replacement of the Products. Buyer's election of the remedies provided by this Section shall be final and binding on Buyer.

   (c) Seller may require the return of any Product claimed not to be as warranted in one of its facilities as designated by Seller, transportation prepaid by Buyer, for testing and evaluation by Seller. Buyer shall, at Seller's request, assist Seller in the purchase of Seller's products and/or services (“Products”). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to the acceptance of any additional or different terms and conditions, which shall be ineffective.

   (b) Seller's obligations under this warranty for any Product provided not to be as warranted in the applicable warranty period is limited to, at its option, repair or replacement of the Products or refund of the purchase price of the Products. Seller may, at its option, repair or replace any Product at Seller's facility as part of Seller's quality assurance program. Buyer shall be responsible for all costs and expenses of removing the Products from their location and delivering them to Seller prior to Seller's repair or replacement of the Products. Buyer's election of the remedies provided by this Section shall be final and binding on Buyer.

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(b) Buyer agrees not to copy, alter, or display on a computer any part of Seller Confidential Information. In addition, Buyer agrees to limit its internal distribution of Seller Confidential Information to personnel who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own Confidential Information and shall not disclose, execute or otherwise communicate to any third party the Confidential Information. Buyer agrees to take all reasonable precautions to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of fulfilling all obligations hereunder or as otherwise required by law or applicable regulation. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section.

11. **Patent Indemnity**
   
   In the event any Product in this Agreement is found to be infringing a valid United States or foreign patent, Buyer will promptly inform Seller of such alleged infringement and will offer to purchase Seller's rights to the alleged infringing Product. Seller will then select, at its option, to buy back the alleged infringing Product at a mutually agreeable price, subject to the terms and conditions of this Agreement. If Seller so elects to buy back the alleged infringing Product, Buyer shall deliver to Seller, in the same condition as received, such Product at Buyer's expense and risk. Buyer agrees that in no event will Seller be liable for any losses, damages, or expenses incurred by Buyer as a result of any alleged infringement.

12. **Changes in Product Design or Manufacture**
   
   Seller shall have the right to change, discontinue or modify the design and specifications of any of its products and to substitute material or to require that Buyer purchase parts of Seller's own manufacture.

13. **Compliance with Laws**
   
   Seller shall not violate any laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information required by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, including but not limited to all applicable import and export laws and regulations. Buyer shall not purport to sell, transfer, assign, release, or make any claim arising from or relating to a Product to Buyer or Buyer's Agent's failure to provide the information requested by Seller.

14. **Waiver**
   
   No waiver of any of these terms and conditions (or any right or default hereunder) shall be effective if written and signed by an authorized representative of Seller. Any such waiver shall be effective for the instance only, and shall not operate as a waiver with respect to any other rights or obligations of Buyer or Seller, or any future breach of any of these terms and conditions. Any waiver by Seller shall be in writing and signed by an authorized representative of Seller.

15. **Language**
   
   The parties have expressly agreed that these terms and conditions be prepared in the French language, and Buyer hereby irrevocably waives any right to have the terms of this Agreement or any other agreement to which Buyer is a party to be interpreted in any language other than French. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section.

16. **Choice of Law and Dispute Resolution**
   
   If the Agreement is or becomes effective under the laws of Canada or the province of Quebec, these terms and conditions shall be governed and construed in accordance with the laws of Quebec, the laws of Canada, and the laws of the State of Texas, as applicable. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section. Buyer agrees to pay reasonable indemnification for all costs, damages, losses, and expenses incurred by Seller as a result of Buyer's breach of this Section.

17. **Assignment**
   
   Buyer shall not assign, delegate, or subcontract any portion of its rights and obligations hereunder, without Seller's prior written consent.