

Cleanbox Technology, Inc.
Terms and Conditions of Sale

Thank you for purchasing a product (“Product” or “Products”) directly from Cleanbox Technology, Inc. (“Cleanbox”). By placing an order with Cleanbox, you agree that each sales order for those Products (each, a “Sales Order”) and all these Terms and Conditions of Sale (together with the applicable Sales Order, this “Agreement”) are made between you, whether personally or on behalf of an entity (“you” or “Client”) and Cleanbox. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

1. Order Terms.

1.1 Price. The Client will pay Cleanbox the Product price, shipping, taxes and other amounts specified in the Sales Order in accordance with the payment terms set forth in the Sales Order, including applicable credit card and wire transfer fees.

1.2 Cancellation. Cleanbox reserves the right to cancel any Sales Order made under this Agreement in the event:

- (a) Client fails to pay in full for any payment when due;
- (b) Client’s insolvency or bankruptcy; or
- (c) Cleanbox deems that its prospect of payment is reasonably impaired.

1.3 Transfer of Title and Risk of Loss.

- (a) Title to the Product shipped under this Agreement passes to Client upon Client’s payment in full for the Product.
- (b) Risk of loss or damage passes to Client upon delivery to the carrier.

1.4 No Returns. Due to the nature of the Products, all sales are final.

2. Inspection; Acceptance and Rejection.

Client will inspect the Products under this Agreement within three days following receipt of such Products (the “Inspection Period”) and either accept or, if (and only if) any such Products are Nonconforming Products (as defined below), reject such Products by providing a reasonably detailed written notice thereof to Cleanbox. If Client does not provide Cleanbox with any notice of rejection within the Inspection Period, then Client will be deemed to have accepted such Products.

In the event Client provides timely notice of rejection, Client will promptly (and, in any event, within 30 days) return the Nonconforming Products to Cleanbox. Cleanbox will determine, in its

reasonable discretion, whether the returned Products are Nonconforming Products. If, following receipt of the returned Products, Cleanbox determines that such Products are Nonconforming Products, Cleanbox, in its sole discretion, will either: (a) replace such Nonconforming Products with conforming Products; or (b) refund to Client such amount paid by Client to Cleanbox for such Nonconforming Products returned by Client to Cleanbox. THE REMEDIES SET FORTH IN THIS SECTION 2 ARE CLIENT'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS, SUBJECT TO CLIENT'S RIGHTS UNDER SECTION 3 WITH RESPECT TO ANY SUCH PRODUCTS FOR WHICH CLIENT HAS ACCEPTED DELIVERY UNDER THIS SECTION 2.

"Nonconforming Products" means any Product received by Client from Cleanbox pursuant to a Sales Order that: (i) does not conform to the Product listed in the applicable Sales Order; or (ii) does not conform to the technical specifications published by Cleanbox for the Product (if applicable). Where the context requires, Nonconforming Products are deemed to be Products for purposes of this Agreement.

3. Representations and Warranties.

3.1 General Warranties. Each party represents and warrants that: (a) it has the right, power and authority to enter into this Agreement and to grant the rights granted to the other party hereunder; and (b) it will comply with all national, state, local and international laws, rules and regulations applicable to its business in connection with its use or provision of the Products.

3.2 Product Warranty. The Products come with a manufacturer's warranty against faulty parts or lights ("Parts"). The term of such warranty is one year unless a different term has been specified in the Sales Order for the applicable Products. The warranty term begins on the date of shipment, and any replacement parts provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original Product. Provided that such Product is used and handled as intended and in accordance with this Agreement, and that Client provides Cleanbox with notice within the applicable warranty coverage period, as Client's sole and exclusive remedy, Cleanbox will replace any failed or functionally impaired Parts with equivalent parts in terms of performance and functionality. This warranty does not apply to any Product that has been misused, altered, or willfully abused or that has been subject to water or other environmental damage or that has been otherwise damaged due to Client's negligence. Cleanbox offers replacement parts at a minimal cost for Parts outside of the warranty term.

3.3 Disclaimer of All Other Warranties. **Except as expressly provided in this Agreement or as otherwise required by mandatory application of law, (a) the Products are provided "as is," (b) Cleanbox makes no warranty that the Cleanbox Products will meet Client's expectations, and (c) Cleanbox disclaims all other representations and warranties, whether express, implied, statutory, or arising from course of performance, course of dealing, usage in trade or otherwise, regarding any matter, including but not limited to any warranty of**

merchantability, suitability, originality, or fitness for a particular purpose, non-infringement or results to be derived from use of Products.

4. Limitation of Liability.

In no event will Cleanbox be liable to Client, regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise), for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill, even if Cleanbox has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Notwithstanding any damages that Client may incur, Cleanbox's entire liability under this Agreement, and Client's exclusive remedy, will be limited to the amount actually paid by Client to Cleanbox under this Agreement. No liability cap or disclaimer of damages will apply to liability that, by law, cannot be excluded or limited.

5. Intellectual Property Rights.

Client acknowledges and agrees that all intellectual property rights relating to the design, manufacturing or appearance of the Products are the sole and exclusive property of Cleanbox, and Client will not acquire any ownership interest in any of Cleanbox's intellectual property rights under this Agreement or through its purchase or use of Products.

6. Force Majeure.

Cleanbox will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, inability to secure materials, products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers, priorities, fires, accidents, acts of government officials or agencies, or any other cause beyond the reasonable control of Cleanbox or its suppliers (each, a "Force Majeure Event"). Any delay or nonperformance of any provision of this Agreement caused by a Force Majeure Event will not constitute a breach of this Agreement. If Cleanbox, in its sole judgment, will be prevented directly or indirectly, on account of any Force Majeure Event, from delivering the Products at the time specified or within 120 days of the Sales Order date, Cleanbox will have the right to terminate this Agreement upon written notice to the Client and provide a refund for any Products that Cleanbox is unable to deliver.

7. Dispute Resolution.

If a dispute arises out of or relating to the Products, this Agreement or a breach of this Agreement and if the dispute cannot be settled through negotiation between the parties, the parties will seek in good faith to settle the dispute by non-binding mediation. The mediation process set forth in this Section is a condition precedent to any arbitration proceeding. Either party may give notice that it is seeking mediation and propose a single mediator. The other party will respond within 10 days and state whether it accepts the proposed mediator or, if not,

propose an alternative mediator. Once a mediator has been agreed by the parties, the mediation will take place via audio-visual technology unless the parties agree on an in-person location. If no mediation takes place or if the mediation fails to resolve the dispute within 90 days of the initial notice of mediation, either party may give notice demanding arbitration. Upon such notice, the dispute will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Los Angeles, California, unless otherwise agreed between the parties. The proceedings will be in English. This section will not prevent a party from seeking temporary or interim injunctive relief from a court of competent jurisdiction pending final resolution of a dispute.

8. Miscellaneous.

8.1 Relationship of the Parties. The relationship between Cleanbox and Client is solely that of vendor and vendee, and they are independent contracting parties. If Client intends to market, resell or otherwise offer any Cleanbox Products, the parties agree such relationship will be defined and agreed to under separate terms and agreements.

8.2 Governing Law. This Agreement will be construed in accordance with and governed for all purposes by the laws of the State of California, without regard to the conflicts of law principles or to the United Nations Convention on Contracts for the International Sale of Goods or any state modified adoption thereof.

8.3 Entire Agreement; No Modifications. The parties agree this Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral.

8.4 Severability; Waiver. The parties agree that in the event that any one or more provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement and this Agreement will be construed as if such invalid, illegal, or other unenforceable provision had never been contained herein. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion will be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

8.5 Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Cleanbox. Any purported assignment or delegation in violation of this Section 8.5 is null and void.

8.6 Notice. Any demand, notice, consent, or other communication required by this Agreement must be given in writing and will be deemed delivered upon receipt when delivered personally, by email, or upon confirmation of receipt (or refusal of delivery) following delivery by a nationally recognized overnight courier service, in each case addressed to the receiving

party at its address set forth on the applicable Sales Order. Cleanbox's email address for notice is notices@cleanboxtech.com. The Client's email address notice will be as set forth on the Sales Order or, if none is so set forth, the email address of the Client's representative submitting the Sales Order. Either party may change its address by giving written notice of such change to the other party.

8.7 Order of Precedence. In the event of conflict or inconsistency between these Terms and Conditions of Sale and any Sales Order, the terms of these Terms and Conditions of Sale will prevail in the absence of an express statement that a particular term of the Sales Order prevails. Notwithstanding any language to the contrary therein, no terms or conditions stated in Client's purchase order or other order documentation (excluding Sales Orders) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.