



MINDSET LIGHTING INC. TERMS AND CONDITIONS OF SALE EFFECTIVE JANUARY 1st, 2025 FOR SHIPMENTS IN USA AND CANADA

UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY MINDSET LIGHTING INC. (HEREINAFTER REFERRED TO AS "MINDSET"), THESE TERMS AND CONDITIONS OF SALE (HEREINAFTER REFERRED TO AS "TERMS AND CONDITIONS") APPLY TO ANY AND ALL PRODUCTS AND SERVICES SOLD BY MINDSET SHIPPED TO DESTINATIONS IN USA AND CANADA.

THE PURCHASING PARTY (HEREINAFTER REFERRED TO AS "PURCHASER") EXPRESSLY ACKNOWLEDGES AND AGREES TO ALL OF THE FOLLOWING TERMS AND CONDITIONS FOR MINDSET PRODUCTS AND SERVICES (HEREINAFTER REFERRED TO AS "PRODUCT" AND "SERVICES") AS LISTED BELOW.

ALL PURCHASERS AND PURCHASE ORDERS ARE SUBJECT TO FINAL ACCEPTANCE AND CREDIT TERMS AS APPROVED ONLY BY MINDSET AT THEIR DISCRETION.

UNLESS OTHERWISE EXPRESSLY AGREED AND MADE PART OF A WRITTEN AGREEMENT BETWEEN MINDSET AND THE PURCHASER, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ALL OTHERS, EXPRESSED OR IMPLIED BY MINDSET OR THEIR DULY AUTHORIZED REPRESENTATIVE SALES AGENTS, INCLUDING ANY AND ALL INSTRUCTIONS, AND TERMS AND CONDITIONS ON PURCHASE ORDERS AND CONSTITUTE THE ENTIRE SALES AGREEMENT BETWEEN MINDSET AND THE PURCHASER. NO CUSTOM, PRACTICE, OR COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE SHALL MODIFY OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS OF SALE.

MINDSET RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THESE TERMS AND CONDITIONS OF SALE AT ANY TIME FOR ANY REASON WITHOUT NOTIFICATION TO THEIR DULY AUTHORIZED REPRESENTATIVES OR TO THE PURCHASER.

TERMS: NET 30 DAYS – ALL PAYMENT PROCESSING FEES OWED BY PURCHASER

All orders are subject to final acceptance and credit terms as approved by Mindset. The Purchaser agrees to pay the prices as quoted by Mindset or its duly authorized territory sales representative, and confirmed by Mindset with an official Mindset order acknowledgment. Invoices for Product or Services shall be due, and payable within (30) days after the date of the invoice. The Purchaser is responsible for any and all applicable electronic banking, monetary funds transfer, and credit card payment processing fees, shipping and handling charges, taxes, tariffs and duties as provided below.

In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Mindset may, in its sole discretion, withhold shipments of Products and/or the provision of Services until such time as the Purchaser's account is paid in full or immediately terminate the provision of Services without further liability to the Purchaser.

If the Purchaser does not pay any invoice when due, in whole or in part, Mindset shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due to Mindset is collected by or through a third party collection provider or by or through other legal services, Mindset shall be entitled to recover all costs of collection, including legal fees equal to 15% of the total principal and interest owed.

FREIGHT: ALLOWED > \$15,000 – F.O.B. ORIGIN – MINDSET'S CHOICE OF CARRIER

Any orders that qualify for a freight allowance will be shipped in one single shipment, F.O.B. Origin, freight prepaid and allowed for orders over \$15,000, or as otherwise agreed to in writing by Mindset. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and added to Purchaser's invoice.

Extra transportation fees will be charged for all orders destined locations outside North America and for the US states of Alaska (AK) and Hawaii (HI); US territories of Puerto Rico (PR), American Samoa (AS), Guam (GU), the Northern Mariana Islands (MP), the Marshall Islands (MH) and the US Virgin Islands (VI); and for shipments in Canada to the province of Newfoundland and Labrador (NL), territories of Yukon (YT), Northwest Territories (NT), and Nunavut (NU).

Mindset reserves the right to select the carrier and method of shipment and to route shipments at Mindset's discretion. Mindset will ship in the manner selected by the Purchaser, provided the Purchaser assumes any additional transportation costs greater than those as selected by Mindset. Freight charges are calculated at the time of shipment and are subject to change. The Purchaser is responsible for freight and expenses related to express, air freight, partial, special requests, or additional shipments.

If the Purchaser requests Mindset to delay shipping all or any portion of an order beyond its scheduled shipment date, Mindset may impose a service charge of \$25/pallet, per day. Mindset reserves all rights to change or cancel this policy at any time without notice to Representatives or to the Purchaser.

PRICES: VALID BASED ON DATE OF SHIPMENT, CERTAIN RESTRICTIONS APPLY

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, Mindset reserves the right to invoice at the prices in effect on the date of shipment. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any Mindset quotation, all prices are subject to increase (1) on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by Mindset in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge.

Unless otherwise agreed by Mindset, orders marked "HOLD" or "HOLD FOR RELEASE" will be billed at the prices in effect on the date of shipment. Mindset reserves the right to require minimum order amounts.

ANY AND ALL APPLICABLE DUTIES, TAXES AND TARIFFS OWED BY PURCHASER

Prices exclude any and all applicable taxes, tariffs and duties. The Purchaser is responsible for reporting and paying all applicable taxes, tariffs and duties levied or based on account of the purchase price or the acquisition, ownership, license or use of the Products or Services.

PACKAGING: INDIVIDUAL UNIT OR BULK PACKAGING IS MINDSET'S CHOICE

Mindset reserves the rights to optimize packaging at its sole discretion. Some Products may only be available in bulk package multiples or case quantities.

TRANSPORTATION DAMAGE OR LOSS CLAIMS: RESPONSIBILITY OF PURCHASER

Title and risk of loss always passes to the Purchaser upon delivery of Products by Mindset to the freight transportation carrier. Reporting claims for damages or shortages in transit are the responsibility of the Purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the Purchaser to Mindset.

SERVICE AREA LIMITATION: NORTH AMERICA UNLESS OTHERWISE AUTHORIZED

Mindset reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable and duly authorized Mindset sales agency representative(s).

RETURNS: PRODUCT IS NON-RETURNABLE AND SUBJECT TO 50% RESTOCKING

No Product may be returned without prior written authorization from Mindset. Requests to return Product must be made within thirty (30) days from the date of shipment by Mindset. All Product returns must be shipped with freight prepaid to the location designated on the return authorization. Credit will only be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 50% to pay for the cost of handling. All returned Product must be in saleable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300.

ORDER CANCELLATIONS AND CHANGES: SUBJECT TO ADDITIONAL CHARGES

All confirmed orders may not be canceled or modified, either in whole or in part, without Mindset's express written consent. Subject to such consent, the cancellation of any order for any Product will incur charges for work already performed and for material purchased by Mindset or its suppliers for the Product subject to the canceled order. Cancellation of any Product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale as referenced above.

LIMITED WARRANTY: FIVE (5) YEARS: MINDSET OPTION TO REPAIR OR REPLACE

The warranty as described herein shall only apply to Mindset Product sold by Mindset and shipped to destinations in North America (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the Product directly from Mindset or its agent (hereinafter referred to as "Purchaser"). Mindset warrants that the Product will be free from defects in material and workmanship for a period of five (5) years. The warranty period starts on the date of invoice, which typically coincides with the ship date from the factory.

A Product shall not be considered defective solely as a result of failure of individual LED components to emit light. The LED component will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product fail to illuminate. There will be no charge for Products or return shipment of Product deemed to be defective in material or workmanship when the authorized return is completed within the warranty period. Mindset will, at its option, repair or replace the Product or the defective part thereof, or reimburse the Purchaser for the purchase price. If Mindset chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Mindset, at its sole discretion, may replace the Product with a comparable Product that may include deviations in design and Product specifications.

MINDSET RESERVES ALL RIGHTS TO CHANGE OR MODIFY ANY PRODUCT DESIGN, SPECIFICATION, OR FEATURE, OR TO DISCONTINUE ANY PRODUCT OR PRODUCT OPTION WITHOUT NOTIFICATION TO REPRESENTATIVES OR TO THE PURCHASER.

LIMITATIONS OF LIABILITY: PRODUCT PURCHASE PRICE AND NO INDIRECT COSTS

The total liability of Mindset on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Mindset's sale, delivery, resale, repair, or replacement of any Products, Services, or the performance of any Services, shall in no event exceed the purchase price allocated to the specific Product or Service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

Mindset shall be excused for performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages, for any delay or default in delivering Products, or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of Mindset, including without limitation, natural disasters: explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, Mindset's performance is made economically impracticable without Mindset's fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of Product or Services was made or prices established, Mindset's duty to render that performance is excused and Mindset shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing. Examples of events making performance economically impracticable include, without limitation, raw material shortages resulting in greater than a twenty percent (20%) change in price, changes in government imposed taxes, tariffs, duties or other charges of any kind; embargoes, economic sanctions or other regulatory changes (including government imposed taxes, tariffs, duties or other charges of any kind) preventing or delaying the importation, exportation or other business activities of Mindset; other regulatory changes affecting Mindset; and strikes or other acts or events preventing shipping by normal transportation channels.

IN NO EVENT SHALL MINDSET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR SPECIALIZED EQUIPMENT OR ACCESS REQUIRED TO REMOVE AND/OR REINSTALL

ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY: MINDSET RETAINS INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work Product and other materials that are delivered to the Purchaser or prepared by or on behalf of Mindset in the course of providing the Product, or Services (the "Deliverables"), including any related firmware/software that may be already installed in or included with the Products or Services (the "Firmware/Software"), shall be owned in perpetuity by Mindset. The Purchaser does not acquire any right, title or interest in the Deliverables except the limited and temporary right to use them as necessary solely in connection with the Purchaser's use of the applicable Products, or Services. No Firmware/Software is sold, and all Firmware/Software is rightfully and legally protected by international intellectual property laws and treaties. Such Firmware/Software may be subject to additional terms and conditions that may become applicable when the end user accepts, installs or commissions the Firmware/Software and Product. Neither the Product nor the Deliverables may be loaned or rented, nor may access be provided to the Firmware/Software, for a fee or otherwise, to any third party. The Firmware/Software may be permanently transferred, but only as part of a sale or transfer of the Products, provided that no copies are retained. All Firmware/Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No Product, Deliverables or Firmware/Software shall be duplicated, reverse engineered, or decompiled by anyone other than Mindset except and only to the extent this restriction is prohibited by law. The Purchaser may become aware of trade secrets, know-how and other information of Mindset, within the Deliverables or in connection with the delivery by Mindset of the Products or Services, that would reasonably be understood to be confidential under the circumstances ("Confidential Information"). The Purchaser (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, and (ii) must not use the Confidential Information except in connection with its use of the applicable Products and Services.

CONSENT TO JURISDICTION: ALWAYS REMAINS VANCOUVER, BC, CANADA

The Purchaser expressly agrees that these Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the province of British Columbia, Canada, without regard to such other country, state or provincial laws related to choice of law. Any Provincial or Federal Court in Vancouver, British Columbia, Canada shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale. If Mindset is only providing Services, the parties agree that these Terms and Conditions of Sale are a contract for Services and are not subject to the uniform commercial code of any other jurisdiction.

GENERAL: MINDSET TERMS PREVAIL AND SUPERSEDE ALL PURCHASER'S TERMS

The Purchaser may not assign the right to receive Services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of Mindset, not to be unreasonably withheld. The Purchaser acknowledges that Mindset may use subcontractors to perform the Services. Unless otherwise specifically agreed in writing by an authorized representative of Mindset, any different or additional terms and conditions proposed by any Purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by Mindset and shall not be incorporated into any order or other agreement for the sale of Mindset Products or Services. The Purchaser's assent to these Terms and Conditions of Sale, shall be conclusively presumed from the Purchaser's acceptance of all or part of any Products or Services ordered and the Purchaser acknowledges that it is subject to Mindset policies concerning the sale and/or resale thereof as amended by Mindset in its sole discretion from time-to-time.

If a duly authorized representative of Mindset has acknowledged the Purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on the Purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance or authorized resale by the Purchaser of any Products or Services shall be deemed to constitute such assent. If any quotation or other document of Mindset is deemed to constitute an offer to the Purchaser, the Purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. Field Services and other on-site Services performed by Mindset or its officially authorized agent are subject to additional terms and conditions. These Terms and Conditions of Sale, together with the warranty statements by Mindset under LIMITED WARRANTY above and, if applicable, the Field Services Terms and Conditions, constitute the entire sales agreement between Mindset and the Purchaser, unless they are made part of a written agreement between Mindset and the Purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. Mindset objects to and rejects any terms between the Purchaser and any other party, and no such terms, including but not limited to any government regulations, taxes, tariffs, duties, or "flowdown" terms, shall be a part of or incorporated into any order from the Purchaser to Mindset, unless expressly agreed to in writing by an authorized representative of Mindset.

These Terms and Conditions of Sale supersede all those published or issued previously by Mindset. All orders are subject to final acceptance and credit approval by Mindset. Any design, submitted or layout provided by Mindset is subject to the disclaimer set forth on the design, submital or layout. Mindset does not accept orders that require components furnished by the Purchaser, unless agreed to in writing by an authorized representative of Mindset. Mindset quotations do not constitute a valid legal offer to sell and possession of a Mindset quotation does not entitle one to purchase. Mindset shall not be bound to sell any Products or provide any Services unless, in Mindset's sole discretion, it shall accept submitted purchase orders.

MINDSET RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THESE TERMS AND CONDITIONS OF SALE AT ANY TIME, FOR ANY REASON, WITHOUT NOTIFICATION TO ANY DULY AUTHORIZED SALES REPRESENTATIVE OR TO ANY PURCHASER.