



Terms and Conditions of Sale

Unless otherwise expressly agreed in writing by Nanolumens, Inc. (along with its affiliates, "Nanolumens"), these Terms and Conditions of Sale (these "Terms and Conditions") apply to all orders placed with Nanolumens for any products (collectively, the "Display Products") and any services applicable to the Display Products (the "Services").

1. Defined Terms. As used in these Terms and Conditions, an Order, the Nanolumens Warranty or any other agreement between Buyer and Nanolumens that expressly incorporates by reference these Terms and Conditions, the following capitalized terms shall have the meaning indicated below:

"Accepted Order" means an Order countersigned by Nanolumens authorized representative and delivered to Buyer's representative designated in the Order.

"Buyer" means the person or entity designated on an Order as the "Buyer."

"Buyer Representative" means the person or entity designated in an Accepted Order as the "Buyer Representative."

"Buyer Requirements" means any Buyer specified requirements or specifications designated in an Accepted Order with respect to a Display Product.

"Contract" means, with respect to each transaction for the purchase of the Display Products and any Services, these Terms and Conditions, the applicable Order, the Nanolumens Warranty and any other written agreement between Buyer and Nanolumens with respect to such transaction. If Services are purchased on an Order without the purchase of Display Products, then the term "Contract" means these Terms and Conditions, the applicable Order and any other written agreement between Buyer and Nanolumens with respect to such Services. Each Contract constitutes the entire agreement between Nanolumens and Buyer with respect to a transaction for the purchase of the specific Display Products and/or Services under a specific Accepted Order.

"Crated" means a Display Product packaged, labeled and crated according to Nanolumens then current packing, labeling and crating procedures or otherwise in accordance with any applicable Special Stipulations.

"Display Product List Price" means Nanolumens list price for a Display Product item as published by Nanolumens as of the Purchase Effective Date.

"Nanolumens Warranty" means Nanolumens' Standard Limited Warranty as of the Purchase Effective Date.

"Order" means any order placed with Nanolumens for the purchase or rental of Display Products or the purchase of Services.

"Purchase Effective Date" means the date on which Nanolumens sends an Accepted Order to the Buyer Representative.

"Shipment Availability Date" means the date on which Nanolumens sends a Shipment Availability Notice with respect to a Display Product. The Shipment Delivery Date is estimated based on conditions known at the time of quotation and is subject to change due changed conditions.

"Shipment Availability Location" means Nanolumens principal manufacturing facility or such other location designated by Nanolumens as the "Shipment Availability Location" in an Accepted Order.

"Shipment Availability Notice" means the notice from Nanolumens to the Buyer Representative that the Display Product(s) are available for shipment according to Buyer's shipping instructions.

"Special Stipulations" means the terms and conditions in an Accepted Order that are in addition to or replace specific provisions in these Terms and Conditions.

"Substantial Completion" means the operational availability of the Display Products and Services to the Purchaser in material accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

2. Purchase of Display Products and Services

(a) Each Accepted Order shall designate the following with respect to the Display Products and Services purchased pursuant to the Accepted Order:

(i) a description of the Display Products and Services;

(ii) the Purchase Price;

(iii) any Buyer Requirements; and

(iv) any Special Stipulations. In the event of a conflict between these Terms and Conditions and the Special Stipulations, the provisions of the Special Stipulations shall govern and control but only to the extent of such conflict.

(b) As of the Purchase Effective Date, Buyer agrees to purchase from Nanolumens the Display Products and/or Services designated in the Accepted Order and Nanolumens agrees to sell Buyer such Display Products and/or Services designated in the Accepted Order.

(c) EACH ACCEPTED ORDER IS NONCANCELLABLE AND NONRETURNABLE. If Buyer fails to release or accept scheduled delivery of Products pursuant to Buyer's purchase orders, Buyer shall be responsible for payment in full of such Products upon invoicing by Nanolumens.

(d) Nanolumens may invoice Buyer as provided herein via email with PDF attachment of the invoice.

3. Payment and Payment Terms

(a) The price for Display Products and Services shall be the amount designated in an Accepted Order (such amount is referred to herein as the "Purchase Price"). Buyer shall pay the Purchase Price for each Display Product as follows unless otherwise designated in an Accepted Order:

(i) 50% of the Display Product List Price as such Display Product List Price is designated on the Accepted Order payable within five (5) days after the Purchase Effective Date (such amount is referred to herein as the "Purchase Deposit"), and

(ii) the remaining balance of the Purchase Price for a Display Product shall be paid at least three (3) days prior to shipping and within five (5) days after the Shipment Availability Date for the Display Product (such amount is referred to herein as the "Purchase Balance").

The Purchase Price for Services shall be paid in advance of Nanolumens performing the Services and Buyer shall pay such Purchase Price for Services within five (5) days after the invoice date unless otherwise indicated in an Accepted Order. Desired Shipment Availability Dates that may be indicated in an Accepted Order shall automatically be extended on a day-for-day basis for Buyer's delay in payment of the Purchase Deposit beyond the Purchase Effective Date and for Buyer's delay in payment of the Purchase Balance according to the payment terms indicated above. In the event that the date of the actual delivery of the Display Product is prior to the due date of the Purchase Balance and Buyer fails to pay the Purchase Balance in full and in a timely manner, then Nanolumens shall have the right (but not the obligation) to void or suspend all or any portion of the Nanolumens Warranty by providing written notice thereof to Buyer and, if applicable, to Buyer Representative.

(b) The Purchase Price for Display Products are exclusive of any sales, use or privilege tax, customs duty or import, excise tax based on gross revenue or any similar tax or charge which might be levied as a result of the production, sale or shipment of any Display Products or the use of any Display Products by Buyer except for taxes based on the net income of Nanolumens (such taxes and charges are collectively referred to herein as the "Taxes and Charges"). Buyer agrees to pay and otherwise be fully responsible for any Taxes and Charges whenever due. Any personal property taxes assessable on the Display Products after the Shipment Availability Date shall be borne by Buyer. Nanolumens shall have the right, but shall not be obligated, to pay Taxes and Charges directly, in which event Buyer shall promptly reimburse Nanolumens in the amount thereof upon presentation by Nanolumens of evidence of payment.

(c) Nanolumens reserves the right to increase the Purchase Price upon thirty (30) days' written notice to Buyer if there is a material change in third-party costs in connection with the fulfillment of an Accepted Order.

(d) If the Services are to be performed more than fifty (50) miles from the Shipment Availability Location, then Nanolumens reserves the right to invoice, and Buyer agrees to pay, Nanolumens' reasonable expenses in connection with the performance of the Services, including, but not limited to, travel and lodging expenses, communications charges and the cost of supplies, but only if Nanolumens has obtained advance, written consent for incurring such expenses.

(e) Nanolumens retains, and by placing an Order Buyer grants to Nanolumens, a security interest in each Display Product and all proceeds thereof until the full Purchase Price therefor and all applicable Taxes and Charges due on or prior to delivery have been paid for the Display Product. Buyer's rights under such security interest shall be in addition to and shall not prejudice any of Nanolumens' other remedies at

law or inequity. Buyer agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments as Nanolumens may reasonably request in order to perfect and protect Nanolumens' security interest in the Display Product, including, without limitation, a financing statement appropriate for filing.

(f) Should Nanolumens agree to any payment terms other than those above, Nanolumens will include a monthly service charge of 1.5% per month on amounts outstanding after the due date and Buyer agrees to pay said service charges. Nanolumens may accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Nanolumens' right to collect the remaining balance, notwithstanding Nanolumens' endorsement of a check or other negotiable instrument. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Nanolumens in enforcing any provision of this Agreement. Nanolumens will not honor any back charges unless approved, in advance, in writing by Nanolumens.

4. Delivery

(a) Delivery of the Display Products to Buyer shall be made EXW (*ExWorks*), Crated, at the Shipment Availability Location (Incoterms 2020). Nanolumens shall substantially meet the agreed Shipment Availability Date. If a desired Shipment Availability Date is indicated on an Accepted Order, such date is an estimate based on current and expected factory loads. Nanolumens assumes no responsibility for loss, damage or consequential damage resulting from the actual Shipment Availability Date being after any desired Shipment Availability Date indicated in an Accepted Order.

(b) Buyer shall, at its sole risk and expense, be required to arrange for or provide the following with respect to each Display Product purchased by Buyer:

(i) Within five (5) days of the Shipment Availability Date, transportation of the Display Products from the Shipment Availability Location;

(ii) Clearing of the Display Product through customs of the importing country if the Buyer is shipping the Display Product from the Shipment Availability Location to a location outside the United States;

(iii) Installation of the Display Product; and

(iv) At Buyer's sole discretion, insurance on the Display Products on or after the Shipment Availability Date on which date risk of loss of a Display Product shall transfer to Buyer.

(c) If the Display Products are not shipped from the Shipment Availability Location within five (5) days after Nanolumens submission of the Shipment Availability Notice to the Buyer Representative, then Nanolumens will, subject to storage availability at the Shipment Availability Location as solely determined by Nanolumens, store the Display Products at the Shipment Availability Location or such other location solely determined by Nanolumens. Nanolumens reserves the right to invoice Buyer, and Buyer agrees to pay, Nanolumens' then current storage and handling fees for all storage and handling of the Display Products and/or to ship the Display Products in place after the five (5) day period described in the preceding sentence. Goods shipped in place shall be deemed delivered at such time. Title to goods shipped in place shall pass to Buyer pursuant to Section 5 below. Buyer shall bear all-risk of loss for goods shipped in place.

(d) Buyer may arrange for inspection at the Shipment Availability Location of a Display Product at any time during a five (5) day period after the Shipment Availability Date. Buyer's failure to give notice to Nanolumens of any claim within ten (10) days after the Shipment Availability Date with respect to a Display Product or within ten (10) days after performance of a Service shall constitute an unqualified acceptance thereof. Notwithstanding the foregoing, no acceptance conditions apply to Buyer's purchase of Display Products or Services. Any defects in material or workmanship, or mis-shipment, shall be provided for under the Nanolumens Warranty.

(e) If delivery site is not ready for delivery at agreed upon Shipment Availability Date, Nanolumens will invoice in accordance with Section 3. If delivery site is not ready and Nanolumens dispatches personnel, Buyer will be responsible for reimbursement of reasonable time and expenses incurred by Nanolumens for said dispatch.

(f) If Buyer requests an order scheduled to be shipped as a single order be broken up and shipped in multiple stages, Buyer must request a change order whereby the parties can establish payment terms. If no change order is mutually agreed to then the Buyer will be required to meet the payment terms of the Accepted Order.

(g) Should Nanolumens be required to hold Display Products at its warehouse, or a third-party

location, because of Buyer's inability and/or refusal to accept product shipment upon Buyer's receipt of the Shipment Availability Notice, Nanolumens shall invoice Buyer and Buyer shall pay for all storage and handling at Nanolumens' then current storage and handling fees.

(h) Upon Acceptance, all amounts due under an Accepted Order shall be paid in full and Buyer shall have no right to withhold any portion of a payment due. "Acceptance" shall be defined as follows:

(i) in the case of the sale of Display Products and Services without installation supervision by Nanolumens, Acceptance will occur upon delivery of the Display Products and Services in accordance with the Delivery terms;

(ii) in the case of the sale of Display Products and Services with installation supervision by Nanolumens, Acceptance will occur upon: (A) Substantial Completion; and (B) the provision of all Services in accordance with the requirements of this Agreement, (except services which are on-going in nature, such as Warranty services); (C) the completion and documentation of testing and other reviews demonstrating that the Display Products and Services meet all the requirements of this Accepted Order; and (D) delivery to the Buyer of such testing and review documentation.

(i) All delivery locations and or installation locations shall meet the site readiness requirements as outlined in the Accepted Order. Failure to maintain a proper site readiness as outlined, by way of example and not limitation, for excess dust, can result in the termination of the Warranty in Nanolumens sole discretion.

(j) Except to the extent Nanolumens is specifically responsible for any structural element per the Accepted Order, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, tresses, footings, hoists attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, windload, and all other technical specifications of the Display Products and shall hold Nanolumens harmless from any failure of any Existing Structure. Furthermore, any delay in the readiness of the Existing Structure shall not permit Buyer to delay its obligations under the accepted order in any way.

5. Title

Title to each Display Product shall pass to Buyer on the date that the Purchase Price therefor and all applicable Taxes and Charges due on or prior to delivery are paid in full by Buyer.

6. Change Orders

Buyer has the option to request, in writing, changes to any Accepted Order, including changes to the Buyer Specifications. Nanolumens shall notify Buyer in writing as to the impact of each such change on the Purchase Price, delivery schedule and any other terms within five (5) business days. Such change shall become effective only upon the signing by Nanolumens and Buyer of a revised Order or an addendum to the Accepted Order which incorporates the agreed upon change to the Purchase Price and terms of the change. Nanolumens shall have no obligation to perform any change order or change directive or any other such modification order without the prior written approval of both parties.

7. Export

Buyer agrees to comply with all U.S. export regulations which control the Display Products it purchases from Nanolumens, including the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State.

8. Confidential Information and Intellectual Property Rights

(a) Unless covered by a separate written Nondisclosure Agreement executed by Nanolumens and Buyer, Buyer acknowledges that all information and materials which come into Buyer's possession or knowledge in connection with an Accepted Order (or negotiation thereof) and which is marked, identified, or accepted as confidential or proprietary ("Confidential Information"), consists of confidential or proprietary information the improper disclosure or use of which will be damaging to Nanolumens. Buyer will hold in confidence and, without the consent of Nanolumens, will not reproduce, distribute, transmit, reverse engineer, decompile, disassemble or transfer, directly or indirectly, in any form, by any means, or for any purpose, Nanolumens' Confidential Information or any portion thereof communicated, discussed, delivered or made available by Nanolumens to or received by Buyer. The obligations of nondisclosure in this paragraph shall remain in effect for as long as the Confidential Information constitutes a trade secret under applicable law but in any event for a minimum period of three (3) years after initial disclosure of such Confidential Information to Buyer.

(b) Any patents, trademarks, copyrights, any other intellectual property rights or any proprietary or confidential information, whether existing prior to the date of Buyer's Accepted Order or developed as of the date thereof, shall remain the property of Nanolumens or its licensors, as the case may be, and nothing herein shall be construed as conferring on the Buyer by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret. Nanolumens shall however not enforce its intellectual property rights against Buyer, its successors or assigns who are operating the Display Products as authorized hereunder.

(c) Any software supplied by Nanolumens to Buyer hereunder shall remain the property of Nanolumens or the licensor at all times. Buyer shall at all times comply with terms and conditions of the (sub) license imposed by Nanolumens or the licensor. Nanolumens hereby grants to Buyer a non-exclusive (sub) license to use the software solely for the purpose of operating the Display Products delivered under an Accepted Order. Nanolumens also hereby grants to Buyer the right to assign the software user license referred to above to any end-user to whom Buyer resells the Display Products.

9. Arbitration

Except for enforcement of the provisions of Section 8 above, all disputes, controversies, or claims arising out of or relating to a Contract or a breach thereof, whether such dispute, controversy or claim arises before or after the Purchase Effective Date, shall be submitted to and finally resolved by arbitration under the commercial rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Atlanta, Georgia. The arbitrator shall apply the laws of the state of Georgia to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Should either party file an action contrary to this provision, the other party may recover all of its attorney's fees and costs arising from such party's attempt to dismiss the action or have it moved to an arbitration proceeding. Each party shall pay the fee and expenses of its own attorney, if any, representing the party in the arbitration proceeding and one-half of the fees and expenses of the arbitrator. All other expenses of the arbitration shall be equally divided between the parties.

10. Limitations of Liability/Indemnification

(a) NANOLUMENS' EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS AS TO THE DISPLAY PRODUCT OR SERVICES DELIVERED OR FOR DELAYED DELIVERY OR NON-DELIVERY THEREOF, WHETHER ARISING OUT OF CONTRACT, WARRANTY, NEGLIGENCE, NANOLUMENS'S FAILURE TO COMPLY WITH LAWS AND REGULATIONS, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE PRICE OF THE DISPLAY PRODUCT OR SERVICE IN RELATION TO WHICH THE CLAIM IS MADE OR, AT NANOLUMENS'S OPTION, THE REPLACEMENT THEREOF.

(b) IN NO EVENT SHALL NANOLUMENS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS), WHETHER OR NOT CAUSED OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF NANOLUMENS, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOT WITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) THE REMEDIES SPECIFIED IN THE NANOLUMENS WARRANTY SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY AND NANOLUMENS' SOLE AND EXCLUSIVE LIABILITY FOR NANOLUMENS' BREACH OF THE NANOLUMENS WARRANTY.

(d) EXCEPT FOR THE NANOLUMENS WARRANTY, NANOLUMENS MAKES NOR INTENDS TO MAKE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND IT EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES WHICH MAY BE IMPLIED OR OTHERWISE CREATED BY OPERATION OF LAW INCLUDING ALL IMPLIED WARRANTIES OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) Nanolumens will defend, indemnify, and hold Buyer harmless from and against third party claims, liabilities, obligations, judgments, and causes of actions ("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the Display Products infringe a third party's U.S. patent, trademark, or copyright. Nanolumens' indemnification

obligation will not apply to the extent that the Third-Party Claim is based upon:

- (i) the use of any item of Display Products in combination with any product, service or activity (or any part thereof) not furnished, performed or recommended in writing by Nanolumens; or
- (ii) the use of Display Products in violation of this Agreement; or
- (iii) any content used or displayed through the Display Products.

11. Marketing

Nanolumens may publicly use Buyer's name as part of a list of customers; may refer to Buyer as a purchaser of the Display Products and/or Services; and may use the installation name and location together with images of the Display Products in advertising and marketing materials and for other promotional purposes, which may include, but is not limited to, use in press releases, internet, website, social media, investor materials, email and print marketing and advertising. Buyer shall cooperate in the development of marketing collateral including, but not limited to, customer interviews and site access for photography/video. Each Display Product shall be delivered affixed with a Nanolumens decal or nameplate.

12. Experimental Products

If Nanolumens delivers "prototype," "sample," "for engineering approval," or other similarly designated goods ("Experimental Goods"), it is an express condition that the Experimental Goods are provided AS IS and without warranty of any kind. Experimental Goods and related documentation are exclusively the intellectual property rights of Nanolumens and shall remain confidential. Delivery of Experimental Goods to Buyer neither creates nor transfers any license, implied or express, of intellectual property rights. Buyer will disclose Experimental Goods only to such of Buyer's employees who need such disclosure to carry out testing and evaluation to which Nanolumens has agreed and to no consultants without prior written approval of Nanolumens. Buyer will provide Nanolumens with all reports and results from Buyer's testing and evaluation of Experimental Goods. NANOLUMENS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO ANY EXPERIMENTAL GOODS.

13. Force Majeure

Nanolumens shall be excused from any liability under this Agreement for any delay in performance or failure to perform, which delay or failure to perform is caused by circumstances which are beyond the reasonable control of Nanolumens, including without limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, civil commotion, third party Internet service interruptions or slowdowns, vandalism, "hacker" attacks, or acts of terrorism.

14. Assignment

Unless otherwise stated, the Buyer may not assign this Agreement, or any portion thereof, without the written consent of Nanolumens. Nanolumens reserves the right to, without the consent of Buyer, assign any of its rights and delegate any of its duties under this Agreement to a subsidiary or parent company of Nanolumens. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

15. General

Each Contract binds and inures to the benefit of Buyer and Nanolumens and their respective successors and permitted assigns. This Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the state of Georgia, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any agreement, the terms of this Agreement shall control. Pre-printed terms and conditions on or attached to any Buyer purchase order shall be of no force or effect. An email to the Buyer Representative shall constitute notice to the Buyer Designated Representative as provided herein. Other notices by either party under a Contract shall be sent by first class mail, return receipt requested or a nationally recognized overnight carrier to the other party at the address designated in the Accepted Order