



SALES TERMS AND CONDITIONS

All estimates, quotes, purchase orders, invoices and sales by **Glass House Integrated Technologies, Inc.**, its subsidiaries or affiliates, herein named "**GHI**" to you, herein named "**Client**" are subject to these terms and conditions, herein named "**T&C**".

GENERAL GHI will sell and deliver goods and/or services to the Client in accordance with the estimate, quote, purchase order or and/or invoice. The laws of the State of New York will exclusively govern any dispute between GHI and Client, (b) Client may not assign this Agreement without the prior written consent of GHI. GHI or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

TERMS OF SALE Upon receiving shipment by either delivery or pickup, Client agree to carefully examine contents for damage and verify receipt of the correct material. Client must notify GHI of any shortages, damage or errors within five (5) days of receipt of any product. In the absence of any such notification, Client shall be deemed to have accepted the product, as is.

INVOICES AND PAYMENT Client agrees to pay GHI the prices set forth on the invoice and/or estimate. GHI shall provide Client with an invoice for any outstanding balance within thirty (30) days of shipment. Unpaid invoices are considered past due and in default if they are not paid within forty-five (45) days of shipment. At such time, Client's account will be placed on hold. Return merchandise is not considered payments on account. GHI reserves the right to postpone further shipments until payment is made in full on all outstanding balances and invoices whether or not past due. There will be a service charge of 1.5% compounded monthly applied to any outstanding balances that are in default. In the event of a payment default by either the "ship to" or "bill to" parties, GHI may elect to proceed with collection proceedings against either one or both parties to collect all unpaid sums; payment by either party to the other shall not be a defense. Payment may be made by check, money order, credit card, cash, ACH or wire transfer (all fees are borne by the Buyer). A surcharge of 4% for all credit card charges. Where GHI has extended credit to Client, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. Client agrees that is shall be responsible for any and all reasonable fees occurred by GHI to collect any unpaid

balances, including but not limited to, attorney's fees, courts fees, and collection agency fees.

RETURN POLICY Store Credit Only, No Refunds Allowed. All returns shall require GHI's prior written authorization and shall only be eligible for store credit pending GHI's acceptance. Requests for return must include a reason for the return, original invoice number and purchase date. No altered or previously installed material will be eligible for return, not will returns be accepted for cut wire leads, light bulbs, or special orders, including those that were designed to accommodate Clients specifications. All returns are subject to a restocking fee of 25% of the sales price, such charge to be increased based on the manufacturer's policy and freight charges. For all non-stock items, store credit for any authorized return will not be issued until credit is received by GHI from manufacturer.

SALES TAX All invoices will include appropriate state sales tax unless an applicable Tax Exemption Certificate or other appropriate documentation (as determined by GHI) is submitted at the time the order is placed.

DELIVERY; RISK OF LOSS Client understands that delivery dates are estimates only and not be liable for any late or delayed deliveries. Unless otherwise specified by GHI, delivery will be made F.O.B shipping point. Any and all risks, including but not limited to labor or back charges, shall pass to the Client on tender of delivery to carrier; provided, however, that GHI shall have a security interest in, and a lien on, the delivered products (and any proceeds derived therefrom) until the purchase price is paid in full. All trucking and labor are non-union only. Should a union delivery or labor be required additional charges will apply.

WARRANTY DISCLAIMER Most products come with a manufacturer's warranty against manufacturers defects in material and workmanship. GHI agrees to assign and pass-through to Client any warranties expressly provided by the manufacturer of the purchased product, which shall be the Client's exclusive right of warranty. **All defective merchandise will be replaced or repaired at the discretion of the manufacturer with in the applicable warranty period.** Client acknowledges that GHI is a retailer and/or distributor and not a manufacturer and that GHI is not responsible for the design, fabrication, or manufacturer of



any materials, equipment, tools, or other products sold by GHI, including for any defects therein. GHI is also not liable for defects in information, labeling, instructions, or packaging provided by the manufacturer or other sources.

GHI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS OR WORKMANSHIP, AND ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

LIMITATION OF LIABILITY Client expressly agrees that GHI shall not, under any circumstances be liable for any indirect, special, incidental, or consequential damages, including but not limited to, lost profits, lost opportunity costs, and the like, regardless of whether or not GHI is advised in advance of the possibility of any such damages, or for any exemplary or punitive damages. GHI's maximum liability will not exceed the cost of the product/s giving rise to any claim of liability. CLIENT SHALL NOT BE ENTITLED TO, AND GHI SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CLIENT, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CLIENT'S RECOVERY FROM GHI FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CLIENT WILL INDEMNIFY, DEFEND AND HOLD GHI HARMLESS FROM ANY CLAIMS BASED ON (a) GHI'S COMPLIANCE WITH CLIENT'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN GHI, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

DISCOUNT All goods sold are at the net price indicated on the applicable invoice unless a discount is expressly noted on such invoice. **THERE WILL BE NO DISCOUNTS ON EXCISE OR SALES TAX.**

PRODUCT SPECIFICATIONS In all estimates it is the responsibility of the Client (including Client's who are bidding contractors) to verify that the items and quantities quotes are correct. Although GHI will endeavor to estimate in accordance with Client's plans and specifications (or other information submitted by Client), it makes no warranties or guaranties in this regard, and assumes no responsibility for correctness as to quantities, fitness for

purpose or performance. In those instances where approved drawings or cuts are required and submitted to Client for Client's approval, no product will be released until approved submittals have been returned by Client.

THIRD-PARTY CONTRACT OBLIGATIONS In the event that Client has contracted for or otherwise assumed any obligation or liability to an owner, contractor, construction manager or any other person or entity responsible for the completion of any portion of any project in which products sold by GHI will be used, Client agrees that GHI is not a party to such contract and that GHI does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing by GHI in advance. Client is not permitted to delay, set-off or condition any payment obligation based on any third-party obligation or condition, including but not limited to retainage conditions, "pay-when-paid" or "pay-if-paid" terms between Client and any third-party. Client releases and agrees to any obligation, risk, liability or responsibility that Client has undertaken pursuant to any contract, or which was assumed by Client to any owner, contractor, construction manager or any other person or entity.

FORCE MAJEURE GHI is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond GHI's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, pandemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing GHI from performance and barring remedies for non-performance. In an event of force majeure condition, the GHI's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting GHI to any liability or penalty. GHI may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Client.

TECHNICAL ASSISTANCE OR ADVICE If technical assistance or advice are offered or given to Client, such assistance or advice is given free of charge and only as an accommodation to Client. GHI shall not be held liable for the content or Client's use of such technical assistance or advice nor shall any statement made by any of GHI's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.