



Illuminar Inc.

16107 Kensington Dr., #124
Sugar Land, Texas 77479 USA

Tel: + 1 (281) 438-3500 Fax: + 1 (281) 835-5777

Terms and Conditions of Sale

1. Scope

The following Terms and Conditions of Sale (the "Agreement") cover any sale of equipment or materials ("Products") by Illuminar Inc. to Purchaser (the "Customer").

2. Credit Approval

Illuminar Inc. sale of Products is subject to Illuminar Inc.' credit approval of Customer. Illuminar Inc. may require at any time that Customer submit a deposit or other form of security. Customer hereby authorizes all banks and suppliers listed in the Credit Application to release information necessary to assist Illuminar Inc. in the establishment of a line of credit for Customer.

3. Orders

The submission of an Order by the Customer and its acceptance by Illuminar Inc. is Illuminar Inc.' agreement to provide, and Customer's agreement to accept and pay for, Products in accordance with these terms and conditions.

4. Taxes

All prices are exclusive of taxes. Except for taxes on Illuminar Inc.' income, Customer will pay all taxes, including, but not limited to sales, use property, gross receipts, excise, VAT, bypass or other local, state or federal taxes or charges imposed on the provision of Products or Services. Customer will provide Illuminar Inc. with a tax exemption certificate acceptable to the taxing authorities. A valid tax exemption, resale, or tax nexus must be provided for tax exemption based on the tax requirements of the ship-to state. In the absence of a tax exemption certificate, taxes will be charged and payable until a valid tax exemption certificate is on file.

5. Payment Terms

Customer will pay Illuminar Inc.' invoices in full in U.S. currency within 30 days of the invoice date. Failure to make payment of amounts past due within 10 days following Illuminar Inc.' written notice of non-payment may, at Illuminar Inc.' option, result in immediate termination of the Agreement or Order. If Customer fails to pay charges for Products when due, Customer will pay interest on those charges equal to the lesser of 1.5% per month or the maximum rate allowed by law. Delinquent account balances are subject to placement for collection, and Customer will pay any reasonable expenses incurred by Illuminar Inc. for such collection activities.

6. Delivery

Deliveries are subject to and contingent on timely receipt of an Order by Illuminar Inc.. Illuminar Inc. is not liable for failure to meet a required delivery date due to credit clearance requirements or due to a delay beyond the control of Illuminar Inc..

7. Delivery Claims

All claims for damage or shortages will be made by Customer upon receipt of Product and will be filed with the carrier handling the shipment. Claims resulting from discrepancies between invoiced quantities and actual Product quantities received by Customer due to error by Illuminar Inc. must be made by Customer in writing within 60 days of invoice date. Any such claim not presented by Customer within 60 days of invoice date is waived and delivery of invoiced quantities is conclusively presumed.

8. Disputes to Invoices

All disputes to invoices or invoiced items will be made by Customer in writing within 60 days of invoice date. Disputes could include, but not limited to: incorrect pricing, material discrepancies, freight, handling, restocking charges and returned material.

9. Product Installation and Operation

Customer assumes all responsibility for the proper selection, installation, operation, and maintenance of all Products purchased from Illuminar Inc..

Please initial

Date

Illuminar Inc.

Telephone: +1 (281) 438-3500 • Facsimile: +1 (281) 835-5777

10. Returns

Products may not be returned without prior approval and specific shipping instructions from Illuminar Inc.. Unless waived by Illuminar Inc. in writing, a restock charge will be assessed upon the return of Products because of Customer ordering error, when the Product has suffered damage while in Customer's possession, or late cancellation of order. Contact your Customer Service Representative for approval to return a Product.

11. Right to Offset

Illuminar Inc. may offset any amount owed by Customer to Illuminar Inc. or Illuminar Inc. Affiliate under this Agreement or any other agreement against any amount owed by Illuminar Inc. or any Illuminar Inc. Affiliate to Customer under this Agreement.

12. Limited Warranty

Illuminar Inc. warrants this equipment when purchased new to be free from defects in material and workmanship. Illuminar Inc. will repair or replace, at Illuminar Inc.' discretion, any equipment, which under the proper conditions of installation and use exhibits such defects. Illuminar Inc. makes no further warranty, express or implied, including any warranty of fitness for a particular purpose or warranty of merchantability.

13. Damages

Illuminar Inc.' liability for damages arising out of or relating to this Agreement will in no event exceed the price Customer paid for the Product that is the subject of the claim. In no event will Illuminar Inc. be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but not limited to, loss profits, loss revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

14. Termination

Illuminar Inc. may immediately terminate the Agreement or discontinue acceptance of Orders if Customer fails to cure its breach of the payment terms in Section 5 within ten days after written notice from Illuminar Inc. or fails to cure any other material breach of this Agreement within 30 days after written notice from Illuminar Inc..

15. Trademarks

Customer may not use the service marks, trademarks, trade secrets, name, or logos Illuminar Inc. or any of the Illuminar Inc. Affiliates for any purpose, without Illuminar Inc.' prior written consent.

16. Change of Customer's Name or Address; Reorganization

Customer agrees to notify Illuminar Inc.' Credit Department in writing of any changes of names or address, or of any corporate reorganization or change of ownership which results in a change of name or principle place of business of Customer.

17. Credit Card

Illuminar Inc. will process Customer's order upon obtaining a valid authorization for the sale amount. Settlement will occur when the Product is shipped. All returned materials will be credited to the Customer's credit card.

18. Entire Agreement; Conflicts

This Agreement constitutes the entire agreement and understanding between the parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. No amendment to or waiver of the terms contained herein is effective unless such amendment or waiver is in writing and is signed by a duly authorized Illuminar Inc. officer. Any pre-printed terms contained on Customer's Order are void and will have no force and effect.

Applicant's signature below authorizes Illuminar Inc. to inquire about, obtain or investigate any information listed in Illuminar Inc.' Business Credit Application pertaining to applicant's creditworthiness and financial responsibility. Applicant attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. Should Applicant default in any payment(s), to Illuminar Inc., Applicant agrees to pay reasonable attorney fees, collection fees, and other expenses incurred by Illuminar Inc. as permitted by law. This application for credit has been carefully read by the undersigned and is to the best of my knowledge complete and accurate.

Signature: _____ Print name: _____

Title: _____ Date: _____

Company Name: _____

Company Address: _____

For fast credit approval, please fax all pages to +1 (281) 835-5777.