

Terms of Sale

1. Introduction.

The following are the terms of the agreement between you ("you" or "Buyer") and Digital Light innovations, Ltd. ("DLi") for the purchase of goods (the "Goods"). These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. DLi objects to and rejects any additional or different terms or conditions in any form tendered by Buyer. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Buyer agrees to review this agreement prior to purchasing Goods from the Company. A purchase of Goods from the Company shall be deemed acceptance of this agreement.

2. Order and Payment.

Buyer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Buyer will be honored by Buyer's credit card company and (iii) Buyer shall pay charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes, customs, duties, VAT, tariffs and shipping charges. Prices and charges are stated in U.S. dollars. All orders are subject to acceptance by DLi. Sale of any Goods is subject to availability. In the event payments are not received by DLi after becoming due, DLi may charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid.

3. Shipment and Delivery.

DLi shall select the method of shipment of, and the carrier for, the Goods. DLi may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the goods shipped whether such shipment is in whole or partial fulfillment of an order. Delivery dates are estimates and are subject to change. Actual delivery dates are not of the essence. DLi will have no liability to Buyer or any third party with regard to any delay in delivery, regardless of reason. Title passes to Buyer upon shipment.

4. All Sales Final/Cancellation/Acceptance.

All sales are final. Buyer may not cancel or terminate any order once it is accepted by the DLi.

5. Limited Warranty.

(a) DLi warrants to Buyer that for a period of one year from the date of shipment of the Goods ("Warranty Period"), that such Goods will be free from material defects in material and workmanship. This warranty does not apply to Goods that DLi determines has been damaged due to external causes, such as accident, abuse, misuse, problems with electrical power, usage not in accordance with product instructions, normal wear and tear or use of parts or components not supplied or intended for use with the Goods.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5(a), DLi MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty Section 5(a). For the avoidance of doubt, DLi MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) DLi shall not be liable for a breach of the warranty set forth in Section 5(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to DLi within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) DLi is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by DLi) returns such Goods to DLi's place of business at DLi's cost for the examination to take place there; and (iii) DLi reasonably verifies Buyer's claim that the Goods are defective.

(e) DLi shall not be liable for a breach of the warranty set forth in Section 5(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow DLi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of DLi.

(f) Subject to Section 5(d) and Section 5(e) above, with respect to any such Goods during the Warranty Period, DLi shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if DLi so requests, Buyer shall, at DLi's expense, return such Goods to DLi.

(g) THE REMEDIES SET FORTH IN SECTION 5(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND DLi'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 5(A).

6. Limitation of Liability.

(a) IN NO EVENT SHALL DLi BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, 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 NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL DLi'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE TIMES THE TOTAL OF THE AMOUNTS PAID TO DLi FOR THE GOODS SOLD HEREUNDER.

7. Proprietary Rights.

Any and all of DLi's intellectual property rights including, but not limited to, patents, trademarks, copyrights, trade secrets, trade dress, embodied in the goods or products belong to the DLi, its suppliers or licensors. Buyer will not directly or indirectly (without DLi's specific prior written consent): (i) modify, enhance,

adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, circumvent any technological measure that controls access to, or reverse engineer any DLI's products or any portion thereof; (ii) copy any DLI's products or portion thereof; (iii) change, distort or delete, any copyright, patent, or other proprietary notices that appear on or in any DLI's product; (iv) use any trademark, trade name, service mark or other commercial symbol of DLI; (v) use any DLI products or services in violation of applicable laws and regulations or in a manner inconsistent with any applicable documentation; (vi) use any DLI's products or services to manufacture weapons, including firearms, explosives, biological or chemical weapons, or ammunition of any kind, or accessories or parts thereof; or (vii) take or permit any other action that could impair DLI's rights or damage the image or reputation of quality inherent in the DLI's products or services, DLI's business, reputation, intellectual property, or other assets or rights. Buyer will not permit anyone other than DLI or DLI's designee to repair or service any DLI products without DLI's specific prior written consent.

8. Compliance with Law.

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. DLI may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

9. Waiver.

No waiver by DLI of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by DLI. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. Confidential Information.

All non-public, confidential or proprietary information of DLI, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by DLI to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by DLI in writing. Upon DLI's request, Buyer shall promptly return all documents and other materials received from DLI. DLI shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

11. Force Majeure.

DLI shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of DLI including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest,

national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. Governing Law.

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

13. Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Austin and County of Williamson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the order confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

15. Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction/Arbitration and Survival.

17. Restriction on Use.

Buyer will not directly or indirectly (without DLI's specific prior written consent): (i) modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, circumvent any technological measure that controls access to, or reverse engineer any DLI's products or any portion thereof; (ii) copy any DLI's products or portion thereof; (iii) change, distort or delete, any copyright, patent, or other proprietary notices that appear on or in any DLI's product; (iv) use any trademark, trade name, service mark or other commercial symbol of DLI; (v) use any DLI products or services in violation of applicable laws and regulations or in a manner inconsistent with any applicable documentation; or (vi) take or permit any other action that could impair DLI's rights or damage the image or reputation of quality inherent in the DLI's products or services, DLI's business, reputation, intellectual property, or other assets or rights. Buyer will not permit anyone other than DLI or DLI's designee to repair or service any DLI products without DLI's specific prior written consent.

