

PAL COMMERCIAL LIGHTING LLC

DBA PAL ARCHITECTURAL

CUSTOMER TERMS AND CONDITIONS

INTRODUCTION

These Customer Terms and Conditions ("Terms") govern the purchase of products and services from PAL Commercial Lighting LLC, doing business as PAL Architectural ("PAL Commercial Lighting", "PAL", "we", "our", or "us").

PAL Commercial Lighting is engaged primarily in the business of selling lighting and water feature products, including but not limited to:

- Pool lighting
- Landscape lighting
- Strip lighting
- Pool water features

PAL Commercial Lighting may also provide related ancillary services (collectively referred to as the "Sales Business").

1. GOVERNING TERMS

1.1 Acceptance of Terms

Except where prohibited by applicable law, you agree to be bound by these Terms by:

- Browsing, visiting, accessing, or otherwise using our website;
- Requesting quotations or product information;
- Establishing a line of credit with PAL Commercial Lighting;
- Purchasing products or services from PAL Commercial Lighting; or
- Accepting delivery of products or services supplied by PAL Commercial Lighting.

For purposes of these Terms, "Customer" or "you" includes your affiliates and subsidiaries.

1.2 Exclusive Terms

These Terms shall exclusively govern all products and services supplied by PAL Commercial Lighting.

These Terms shall prevail over and supersede any conflicting, inconsistent, supplementary, or additional terms contained in:

- Purchase orders;
- Quotations;
- Invoices;
- Acknowledgements;
- Requests;
- Correspondence;
- Websites;
- Electronic communications; and
- Any other written or electronic documents.

This includes any Customer terms and conditions, click-wrap agreements, click-through agreements, click-to-agree agreements, or similar provisions.

1.3 Rejection of Conflicting Terms

Any conflicting or additional terms submitted by Customer are expressly rejected and shall be deemed void and of no force or effect.

PAL Commercial Lighting's acceptance of an order shall not:

- Constitute acceptance of Customer's terms;
- Create a waiver of these Terms; or
- Modify these Terms in any manner.

1.4 Amendments

These Terms may only be modified, supplemented, amended, waived, or superseded by a written agreement signed by a C-level executive of PAL Commercial Lighting.

No course of performance, course of dealing, or usage of trade shall alter or supplement these Terms.

2. PAYMENT TERMS

2.1 Standard Payment Terms

Unless otherwise agreed in writing, Customer shall pay all invoices within thirty (30) days of the invoice date ("Payment Date").

PAL Commercial Lighting reserves the right, at its sole discretion, to require full payment in cash before:

- Order entry;

- Shipment; or
- Delivery.

2.2 Late Payments

Any unpaid balance shall accrue interest at the lesser of:

- 1.5% per month; or
- The maximum rate permitted by applicable law.

Interest shall accrue for each thirty (30) day period, or portion thereof, during which payment remains outstanding.

2.3 Collection Costs

Customer shall be responsible for all costs incurred by PAL Commercial Lighting in collecting overdue amounts, including:

- Attorney fees;
- Court costs;
- Legal interest;
- Collection agency fees; and
- Other reasonable collection expenses.

2.4 Credit and Collection Rights

If Customer fails to make payment, or if PAL Commercial Lighting reasonably believes Customer may fail to make payment, PAL Commercial Lighting may, in its sole discretion:

1. Delay, suspend, or cancel shipments;
2. Require advance payment;
3. Require immediate payment of all outstanding balances;
4. Initiate collection proceedings; and/or
5. Recover all associated collection costs.

2.5 Credit Information

As a condition of establishing or maintaining credit terms, Customer shall provide, within five (5) days of request:

- Current credit information;
- Historical and current financial statements; and
- Any authorizations necessary for PAL Commercial Lighting to obtain financial information from third parties.

This obligation applies to Customer and its affiliates and subsidiaries.

2.6 Currency and Set-Off

All prices, invoices, and payments shall be in U.S. Dollars.

PAL Commercial Lighting may offset any amounts owed by Customer or its affiliates against any sums payable by PAL Commercial Lighting.

Customer shall have no right of set-off against PAL Commercial Lighting.

3. PAYMENT SECURITY AND FRAUD PREVENTION

3.1 Unauthorized Payments

Customer acknowledges that it is solely responsible for payments sent to any account not expressly authorized by PAL Commercial Lighting.

This includes payments resulting from:

- Phishing attacks;
- Cybercrime;
- Fraudulent emails;
- Hacking incidents; or
- Unauthorized payment instructions.

Customer agrees to indemnify and hold harmless PAL Commercial Lighting against any losses arising from such payments.

3.2 Continuing Payment Obligation

Payment made to any unauthorized account shall not satisfy Customer's obligation to PAL Commercial Lighting.

Customer remains responsible for payment of all valid invoices regardless of whether funds were mistakenly transferred to a third party.

3.3 Account Change Verification Procedures

To protect against fraud, PAL Commercial Lighting maintains the following policies:

PAL Commercial Lighting Will Never:

- Change banking details by email;
- Change banking details by text message;

- Change banking details by telephone; or
- Include new banking information in an invoice without prior notification by registered mail.

Valid Banking Changes Require:

Step 1: Written authorization signed by either:

- David Sanson; or
- Christopher Thompson,

on official PAL Commercial Lighting letterhead and delivered by registered mail.

AND

Step 2: Verbal confirmation from:

Crystal Frost-Doeing

Phone: (219) 746-9255

Customer should disregard any payment instruction received through any other method.

4. WARRANTIES AND DISCLAIMER

4.1 PAL Commercial Lighting's Role

PAL Architectural ("PAL") warrants that its products will be free from defects in materials and workmanship under normal use and service for the warranty period of 7 years specified in PAL's published product documentation, commencing from the date of invoice.

This warranty is limited, at PAL's sole discretion, to the repair, replacement, or refund of the purchase price of any product determined by PAL to be defective. Any repaired or replacement product supplied under this warranty will be warranted only for the remainder of the original warranty period.

This warranty applies only where:

a) the product has been installed, operated, maintained, and stored in accordance with PAL's specifications, instructions, and applicable industry standards;

b) the product has not been subjected to misuse, abuse, neglect, accident, vandalism, improper installation, improper maintenance, unauthorized modification, abnormal operating conditions, power surges, voltage fluctuations, environmental contamination, or acts of nature;

c) the warranty claim is submitted in writing within the applicable warranty period and is accompanied by reasonable evidence of the alleged defect and proof of purchase.

This warranty does not cover:

a) normal wear and tear, cosmetic deterioration, or colour shift that does not materially affect product performance;

b) labour costs associated with the removal, reinstallation, access, testing, commissioning, or replacement of products;

c) transportation, freight, travel, accommodation, equipment hire, or other incidental costs;

d) products supplied by PAL but manufactured by third parties, which shall be subject only to the warranty provided by the original manufacturer, to the extent assignable.

To the maximum extent permitted by law, PAL's liability under this warranty is limited to the remedies expressly stated above. PAL shall not be liable for any indirect, consequential, incidental, special, punitive, or economic loss, including loss of profit, loss of revenue, loss of business opportunity, project delays, or claims by third parties arising from or in connection with any product defect.

Nothing in this warranty excludes, restricts, or modifies any rights or remedies that cannot be excluded, restricted, or modified under applicable law, including the Australian Consumer Law. Where goods are supplied to consumers, the benefits provided by this warranty are in addition to any rights and remedies available under the Australian Consumer Law.

Manufacturer Warranties

PAL Commercial Lighting warrants good title to the goods sold and shall assign to Customer any manufacturer warranties that are legally transferable.

Compliance with Laws

Customer acknowledges that product requirements may vary between jurisdictions.

Customer is solely responsible for ensuring compliance with all applicable:

- Laws;
- Regulations;
- Codes;
- Standards;
- Ordinances; and
- Government requirements.

This includes compliance relating to:

- Product installation;
- Product use;
- Zoning;

- Imports and exports;
- Trade restrictions;
- Anti-corruption laws;
- Anti-bribery laws;
- Child labor laws;
- Conflict minerals regulations; and
- Economic sanctions.

Customer Indemnity

Customer shall indemnify, defend, and hold harmless PAL Commercial Lighting from any losses, claims, damages, penalties, costs, or liabilities arising from Customer's violation of applicable laws.

Right to Terminate

PAL Commercial Lighting reserves the right to immediately terminate its business relationship with Customer if PAL Commercial Lighting reasonably believes that Customer:

- Has violated applicable laws;
 - Intends to violate applicable laws; or
 - Is subject to sanctions or government investigation.
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4.2 Disclaimer of Warranties

Except for the warranty of title and as otherwise required by applicable law:

PAL COMMERCIAL LIGHTING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- Merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Defects in design;
- Defects in workmanship;
- Defects in materials; and
- Warranties arising from course of dealing or usage of trade.

Exclusive Remedies

Customer's sole remedy for any warranty claim shall be, at PAL Commercial Lighting's option:

- Repair of goods;
- Replacement of goods;
- Re-performance of services; or

- Credit of the purchase price paid.

Claim Period

Warranty claims must:

1. Be submitted in writing within thirty (30) days after discovery of the issue; and
2. Be brought within:
 - One (1) year after shipment for goods; or
 - One (1) year after completion of services.

5. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PAL Commercial Lighting shall not be liable for:

Indirect Damages

- Consequential damages;
- Special damages;
- Punitive damages;
- Exemplary damages;
- Incidental damages;
- Liquidated damages;
- Loss of profits;
- Loss of income;
- Loss of use;
- Loss of data; or
- Loss of time.

This limitation applies regardless of whether the claim arises in contract, tort, negligence, strict liability, or otherwise.

Product Misuse Exclusion

PAL Commercial Lighting shall not be liable for claims arising from:

- Misuse;
 - Abuse;
 - Ordinary wear and tear;
 - Improper installation;
 - Improper repair;
 - Improper maintenance;
 - Product modification;
 - Unauthorized product combinations; or
 - Improper product selection.
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6. MAXIMUM LIABILITY

To the fullest extent permitted by law, PAL Commercial Lighting's total aggregate liability shall not exceed the amount paid by Customer for the specific goods or services giving rise to the claim.

Labor Costs

No labor costs shall be reimbursed without prior written approval from PAL Commercial Lighting's Acting CEO.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the State of Texas.

The following shall apply:

- Texas Uniform Commercial Code (UCC)
- Exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

7.2 Negotiation Requirement

The parties shall first attempt to resolve disputes through good-faith negotiation before commencing legal proceedings.

7.3 Venue

Any dispute not resolved through negotiation shall be litigated exclusively in the appropriate State or Federal Courts located in Texas.

7.4 Limitation Period

Any legal action brought by Customer must be commenced within one (1) year from the date the cause of action arose.

8. RETURNS AND CREDITS

8.1 Return Authorization

Returns will only be accepted if:

1. PAL Commercial Lighting provides prior written authorization; and
2. The product is returned:
 - In resalable condition;
 - In the original manufacturer's packaging; and
 - With the original invoice or sales receipt.

Non-Returnable Products

The following are not eligible for return:

- Custom products;
- Factory special orders; and
- Products altered or fabricated for Customer requirements.

8.2 Credits

Approved credits shall be calculated as:

Original Purchase Price

Less:

- Restocking fees;
- Freight costs;
- Insurance costs; and
- Disposal expenses.

Credits may only be used:

- Toward future purchases; or
- To offset outstanding Customer balances.

8.3 Customer Responsibility for End Users

Customer is responsible for investigating the legitimacy of its end users.

Customer remains responsible for payment of all orders placed, regardless of whether an end user:

- Is fraudulent;
- Engages in criminal activity; or
- Fails to pay Customer.

9. TAXES AND GOVERNMENT CHARGES

Customer shall be responsible for all:

- Taxes;
- Duties;
- Tariffs;
- Import fees;
- Export fees;
- Government charges;
- Penalties; and
- Similar assessments.

These amounts are in addition to quoted pricing unless expressly stated otherwise in writing.

Customer shall also reimburse PAL Commercial Lighting for additional governmental charges resulting from:

- Changes in tax rates;
- Tariff changes;
- Inaccurate documentation;
- Missing documentation; or
- Incorrect information supplied by Customer.

10. FORCE MAJEURE

PAL Commercial Lighting shall not be liable for delays, interruptions, or failure to perform resulting from events beyond its reasonable control, including:

- Acts of God;
- Fire;
- Flood;
- Severe weather;
- Epidemics;
- Pandemics;
- War;
- Terrorism;
- Labor disputes;
- Government actions;
- Supply shortages;
- Transportation disruptions;
- Utility failures; and

- Raw material shortages.

If a Force Majeure event occurs, PAL Commercial Lighting may:

1. Delay performance;
2. Suspend performance;
3. Terminate performance;
4. Adjust delivery schedules; or
5. Increase pricing where necessary.

No liability shall arise from such actions.

11. HAZARDOUS SUBSTANCES

11.1 General Acknowledgement

Customer acknowledges that PAL Commercial Lighting has not created, manufactured, or contributed to any hazardous condition existing at Customer sites or end-user locations.

11.2 OSHA and MSDS Information

Material Safety Data Sheets (MSDS) may be obtained from PAL Commercial Lighting.

PAL Commercial Lighting does not warrant:

- The accuracy of MSDS information; or
- The suitability of manufacturer recommendations.

Such information is generally supplied by manufacturers.

11.3 California Proposition 65

PAL Commercial Lighting will attempt to provide warnings required under California Proposition 65.

Customer acknowledges that PAL Commercial Lighting acts solely as a distributor and relies on information supplied by manufacturers.

Customer's sole remedy regarding Proposition 65 matters shall be against the applicable manufacturer.

12. INTELLECTUAL PROPERTY

Customer acquires no ownership rights in any:

- Trademarks;
- Trade names;
- Patents;
- Copyrights;
- Domain names;
- Trade dress;
- Product names;
- Catalogs; or
- Other intellectual property.

All such rights remain the property of PAL Commercial Lighting, its affiliates, manufacturers, or suppliers.

13. ASSIGNMENT AND THIRD-PARTY BENEFICIARIES

Customer may not assign any rights or obligations under these Terms without prior written consent from PAL Commercial Lighting.

Any attempted assignment without consent shall be void.

These Terms are solely for the benefit of:

- PAL Commercial Lighting; and
- Customer.

No third party shall acquire rights under these Terms.

14. SEVERABILITY

If any provision of these Terms is determined to be invalid, illegal, or unenforceable:

- The affected provision shall be modified or severed only to the extent necessary;
 - The remaining provisions shall remain valid and enforceable; and
 - A lawful provision reflecting the original intent shall replace the unenforceable provision where permitted by law.
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15. ENTIRE AGREEMENT

These Terms, together with:

- Credit applications;
- Quotations;
- Acknowledgements;
- Invoices; and
- Other PAL Commercial Lighting commercial documentation,

constitute the entire agreement between PAL Commercial Lighting and Customer.

In the event of any conflict, the provision imposing the greater obligation upon Customer shall control, as determined by PAL Commercial Lighting.

Clerical Errors

PAL Commercial Lighting reserves the right to correct clerical, administrative, typographical, or formatting errors contained in:

- These Terms;
- Quotations;
- Acknowledgements;
- Invoices; or
- Other publications,

without liability.