

## TERMS OF PURCHASE

**IMPORTANT. READ CAREFULLY:** These Terms of Purchase (this “**Agreement**”) constitute a legal agreement between you, or the entity or company you represent (“**Purchaser**”), and Lumiforce LLC (“**Supplier**”). This Agreement governs Purchaser’s purchase of LED novelty lighting, including but not limited to hitch covers, (the “**Products**”) from Supplier via Supplier’s website (lumiforceled.com).

BY CLICKING ON THE “ACCEPT” BUTTON, YOU UNCONDITIONALLY AGREE, ON BEHALF OF PURCHASER, TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE PURCHASER IS A COMPANY OR ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUCH COMPANY OR ENTITY. IF PURCHASER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN PURCHASER IS NOT AUTHORIZED TO PURCHASE THE PRODUCTS FROM SUPPLIER.

1. Contract Formation. This Agreement applies to all Product purchases made by Purchaser from Supplier via Supplier’s website. To the extent the terms of this Agreement conflict with or are different from those contained in any Purchaser purchase order or other procurement document, the terms and conditions of this Agreement will control and any additional or inconsistent terms are rejected by Supplier unless Supplier’s acceptance thereof is in writing and specifically refers to each such additional or conflicting term. Purchaser’s acceptance of this Agreement or payment for the Products will conclusively confirm Purchaser’s assent to the terms and conditions of this Agreement.

2. Prices; Payment. Unless otherwise agreed by Supplier in writing, the purchase price for all Products ordered via Supplier’s website must be paid in full by credit card at the time of purchase.

3. Delivery. Unless otherwise agreed in writing by the parties, Supplier shall deliver the Products from Supplier’s plant or other location Ex Works (Incoterms 2020) the destination in the United States specified by Purchaser. Upon delivery of the Products to the first carrier, title thereto shall pass to Purchaser and Purchaser shall assume all risk of loss of or damage to such Products. Supplier shall also assist Purchaser in arranging transportation to destinations outside of the United States, but Purchaser (a) assumes all risk of loss of or damage to such Products upon delivery of the Products to the first carrier, (b) shall be solely responsible for clearing the Products for export and import, including, without limitation, obtaining any export or import licenses, obtaining any other official authorizations, and carrying out all customs formalities, and (c) shall pay any and all related costs and expenses, including, without limitation, duties, taxes, insurance premiums, freight, shipping charges and other expenses relating to transportation and delivery of the Products outside of the United States. Supplier will make reasonable efforts to meet estimated delivery dates. Supplier will not be responsible for any failure, interruption or delay in manufacture or delivery that is related to sabotage, fire, flood, explosion, war, act of, or priorities granted by request of or for the benefit of, any governmental authority, shortage of raw materials or supplies, labor disputes or strikes, acts of God or other causes beyond Supplier’s reasonable control. Supplier will not be liable for any damages incurred by Purchaser as a result of any delay in shipment.

4. Order Cancellation or Rescheduling. Unless otherwise agreed by Supplier in writing, Purchaser may not cancel, modify or reschedule any Product order. If Purchaser cancels, modifies or reschedules an order in whole or in part, Supplier shall be entitled, within 30 days of the date of such cancellation, modification or rescheduling, to be reimbursed by Purchaser for any out of pocket costs incurred by Supplier in connection with the order prior to the date of cancellation, modification or rescheduling, including, without limitation, any delay penalties and/or cancellation charges.

5. Warranty. THE PRODUCTS ARE PROVIDED TO PURCHASER ON AN “AS IS” BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. No person is authorized to give any other warranties on Supplier’s behalf.

6. Limitation of Liability.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCTS ORDERED HEREUNDER SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCTS OR, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE PAID FOR SUCH PRODUCTS FOR WHICH NOTICE, FULL DOCUMENTATION AND PROOF OF NONCONFORMITY IS PROVIDED TO SUPPLIER WITHIN 30 DAYS OF THE DATE OF DELIVERY OF SUCH PRODUCTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR, AND PURCHASER HEREBY RELEASES SUPPLIER FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE, OR FOR ANY LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST BUSINESS, BUSINESS INTERRUPTIONS, OR LOST PROFITS, HOWEVER THE SAME MAY BE CAUSED, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, UNDER NO CIRCUMSTANCES, INCLUDING ANY FAILURE OF AN EXCLUSIVE REMEDY OF ITS ESSENTIAL PURPOSE, SHALL SUPPLIER'S TOTAL LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY PRODUCT OR PRODUCTS SOLD HEREUNDER EXCEED THE PURCHASE PRICE PAID OR PAYABLE BY PURCHASER FOR SUCH PRODUCT OR PRODUCTS.

7. Supplier Instructions. Instructions for all Products delivered hereunder may be supplied by Supplier in writing and / or within Supplier's website. Additional copies are available upon request. Purchaser should read and understand the instructions before using the Products. Supplier will not be liable for any damages or injuries directly or indirectly resulting from Purchaser's use of the Products.

8. Intellectual Property Ownership. The design of the Products, all information related thereto, including, without limitation, methods and equipment for manufacturing the Products, and all information provided by Supplier to Purchaser in connection with or otherwise under this Agreement, regardless of the medium, and all rights to patents, copyrights, trademarks, trade secrets, know-how, designs, formulae, trade names, labels, trade dress, literature or other documents, materials or information relating to the Products or the business operations of Supplier or that are otherwise owned by Supplier (collectively, the "**Supplier Intellectual Property**"), shall remain the property of Supplier and/or its affiliates or suppliers. Purchaser shall not, by virtue of this Agreement or by any other action, acquire any interest, claim, lien or other right of any nature whatsoever in or upon any of the Supplier Intellectual Property.

9. Dispute Resolution. The parties agree that this Agreement, and any disputes arising hereunder, shall be governed by and construed in accordance with the laws of the State of Utah, without regard to choice of law rules and without regard to the U.N. Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for any actions arising hereunder shall be the state and/or federal courts located within Utah County, Utah (or, if none, Salt Lake County, Utah), and the parties consent to the jurisdiction of and venue in such courts. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees.

Miscellaneous. This Agreement is not assignable or transferable by either party without the prior written consent of the other party and any attempt to do so shall be void. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement