

PURCHASE ACKNOWLEDGEMENT

These terms and conditions govern the sale of products (“Products”) by Feelux, Inc. (“Seller”). These Terms and Conditions (“Agreement”) take precedence over Customer’s additional or different terms and conditions to which notice of objection is hereby given. Acceptance by Customer is limited to these terms and conditions. Neither Seller’s commencement of performance nor delivery shall be deemed or constituted as acceptance of Customer’s additional or different terms and conditions.

1. Orders. All orders placed with Seller must be in a signed writing or upon verbal order confirmed in a signed writing. All orders must include delivery dates, quantities and complete description of Products being purchased. Orders will be binding upon Seller when received and accepted in writing by Seller.

2. Prices

(a) The prices of the Products are those specified on the front of this invoice or, if no price is so specified, those in the Seller’s Price List current at the time of Seller’s acceptance of an order. Seller’s Price List is subject to change without notice. Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Customer.

(b) Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, and all taxes including federal, state and local use, sales, property (*ad valorem*) and similar taxes. Customer agrees to pay these taxes (except taxes upon Seller’s net income) unless Customer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Customer’s place of business and any jurisdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Customer agrees to indemnify and hold harmless Seller for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller’s invoice.

3. Payment

(a) Payment shall be due thirty (30) days after the date of the invoice unless otherwise specified on the front of this invoice. Seller may invoice each shipment separately and each shipment shall be considered a separate and individual contract.

(b) All shipments shall be freight collect. The carrier will be selected by Seller in the absence of specific instructions by Customer. In no event shall Seller be liable for any delay in delivery, nor shall the carrier be deemed an agent of Seller.

(c) Seller reserves the right to establish and/or change credit and payment terms extended to Customer when, in Seller's sole opinion, Customer's financial condition or previous payment record warrants that action. Further, on delinquent account, Seller shall not be obligated to continue performance under any agreement with Customer.

(d) Seller retains a security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. If Customer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Customer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

4. Shipments. All U.S. based shipments will be made F.O.B. Seller's facility unless otherwise identified. Delivery will be deemed complete and risk of loss or damage to the Products will pass to Customer upon delivery to the carrier. Shipment terms from Korea or other Feelux foreigner facilities will be negotiated through authorized personnel in Rexel's Financial or Legal Department prior to Customer order.

5. Acceptance. The Products shall be deemed accepted by Customer unless notice of defect is received within thirty (30) days of receipt of notice from Customer's customer and the Product is returned to Seller within sixty (60) days of receipt of notice from Customer's customer.

6. Warranty

(a) Seller warrants to Customer that all Products will conform to and perform in accordance with the applicable current specifications and drawings issued by Seller, for a period of one (1) year from the date of shipment to Customer.

(b) Customer shall notify Seller of any non-conformance during the warranty period, obtain a return material authorization ("RMA") for the non-conforming Product, and return the non-conforming Product to Seller, freight prepaid, within sixty (60) days of receipt of the RMA, with a statement describing the non-conformity. Seller's exclusive obligations with respect to a non-conforming Product shall be, at Seller's option, to repair or replace the Product, if it is determined to be defective, or to refund to Customer the purchase price paid for the Product. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY SELLER WITH RESPECT TO THE PRODUCT.**

(c) Replacement Products shall be warranted as set forth above. Any Products repaired or serviced by Seller shall be warranted as provided in this Section 6 for the remainder of

the warranty period or ninety (90) days after the Products are returned to Customer, whichever is later (based upon the date repair or other service is completed).

(d) This warranty shall not apply to any Product that shall have been subject to misuse, abuse, accident, disaster, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power.

(e) THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(f) Non defective returns are at the discretion of Seller and no returns shall be accepted without an RMA.

(g) Non defective returns are subject to a restocking charge of 20% and must be in "sellable" conditions. Otherwise, they will be sent back to Customer at Customer's expense.

7. Statute of Limitations. No action by Customer may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

8. Governing Law. The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the United States and the State of Georgia.

9. Choice of Forum. The parties hereto agree that any suits, actions or proceedings arising out of this Agreement that may be instituted by any party hereto shall be instituted only in the state or Federal courts in the County of Gwinnett, State of Georgia, and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may now or hereafter have to venue of those suits, actions or proceedings.

10. *Force Majeure*. Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of god, act or omission of carriers or other similar causes beyond its control ("*force majeure* conditions"). If any *force majeure* condition occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Affected Party, upon giving prompt notice to the Delayed Party, shall be excused from performance under this Agreement for the duration of the *force majeure* condition, provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if the Delayed Party

cannot within sixty (60) days remove the cause of non-performance, the Affected Party may terminate this Agreement.

11. Non-Waiver. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

12. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded, except by a writing signed by Seller and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

13. Notice of Malfunction or Accident.

(a) Customer shall notify Seller promptly within thirty (30) days of receipt of notice from Customer's customer of any malfunction or accident involving the Products which result in personal injury or property damage and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction.