

**BRIGHTSIGN LLC**  
**TERMS OF SALE**

**1. SCOPE**

These terms and conditions of sale ("Terms") apply to all quotations and invoices issued, and purchase orders accepted, by BrightSign LLC. ("Seller") for the sale of its products ("Products"), except in the case that Seller and the buyer identified on such quotations, invoices or purchase orders ("Buyer") have executed a written agreement that expressly supersedes these Terms. Words such as "sell" and "purchase", as used herein, apply only to hardware Products and not software Products, which are licensed to Buyer, not sold. Except as otherwise permitted by law or applicable open source license, Buyer may not modify, reformat, enhance, edit, translate, adapt, reverse engineer, decompile, reverse compile, disassemble, create derivative works based upon, or otherwise alter, the Products (whether Products are hardware, software, or a combination thereof) without Seller's prior written consent in each instance.

**2. ORDERING**

If Buyer desires to purchase Products from Seller, Buyer will (a) accept, in writing, Seller's quotation or proforma invoice ("Quotation"), or (b) pay the amounts in such Quotation. Buyer's acceptance of any Quotation, or commencement of performance thereunder (including payment), constitutes acceptance of all terms contained therein and these Terms. No sale will be binding on Seller unless and until Seller accepts the order and ships the Products. Seller's acceptance of Buyer's purchase request is expressly conditioned on Buyer's unconditional assent to these Terms and no others. Seller hereby rejects any terms or conditions in Buyer's documentation or in any other Buyer communication that conflict with or that purport to add to or modify these Terms.

**3. SHIPMENT AND DELIVERY**

For orders within the U.S., Seller will ship the Products FOB Seller's distribution facility in Santa Clara, CA. For orders in Asia or the Middle East, Seller will ship the Products Ex-Works (Incoterms 2000) Seller's distribution facility in Asia. For Orders in Europe, Seller will ship the Products Ex-Works (Incoterms 2000) Seller's distribution facility in the Netherlands. Title to the Products (except software Products) and risk of loss will pass to Buyer upon Seller's delivery of the Products to the carrier. All delivery dates, unless otherwise specified on the Quotation as "firm," are estimates only and are not binding.

**4. PRICE**

Prices for the Products will be as specified in the applicable Quotation. Prices are stated in U.S. dollars and are exclusive of all applicable sales, use, excise, withholding, value-added and other taxes, duties and charges.

**5. PAYMENT TERMS**

All invoices will be due and payable prior to shipment; provided that, upon credit approval by Seller in its sole discretion, Buyer shall have thirty (30) days from the date of the invoice to make such payments. All payments will be made in U.S. dollars, free of any currency controls or other restrictions. All amounts not paid when due will accrue interest at the lower of 1.0% per month or the highest rate permissible by law.

**6. NO ADDITIONAL WARRANTY**

THE LIMITED WARRANTY SET FORTH IN THE DOCUMENTATION ACCOMPANYING THE PRODUCTS SHALL APPLY AND IS IN LIEU OF, AND SELLER SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY.

**7. LIMITATIONS ON LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS. IN NO EVENT WILL SELLER'S LIABILITY FROM ALL CAUSES OF ACTION, AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO SELLER BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

**8. GENERAL PROVISIONS**

- A. Export Control. Buyer will not export or re-export the Products, or any technical information related thereto, to any destination or person prohibited or restricted by the export control laws and regulations of the United States.
- B. Law & Venue. These Terms will be governed and construed in accordance with the laws of the State of California, excluding its conflict of laws principles, and each party hereby irrevocably consents to the personal jurisdiction and venue in the state and federal courts located in Santa Clara County, California for all claims arising in connection with these Terms. The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.
- C. Complete Agreement. These Terms constitute the complete and exclusive agreement between Seller and Buyer regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of these Terms and Conditions will be effective only if in writing and signed by a duly authorized representative of Seller.