

MHT Technologies Terms and Conditions

MHT Technologies Terms and Conditions of Sale for Shipments within the United States or Services Performed Within the United States Effective April 17, 2023.

These Terms and Conditions of Sale apply to any and all products or services of MHT Technologies, unless otherwise specifically agreed to in writing by MHT Technologies.

PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by MHT Technologies and is responsible for applicable shipping and handling charges, taxes and duties as provided below.

Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, MHT Technologies may, in its sole discretion, withhold services until such time as purchaser's account is paid in full or immediately terminate the provision of services. In the event services are terminated Invoices will remain due and payable. MHT LLC may at its discretion resume services upon payment.

If purchaser does not pay any invoice, in whole or in part, when due, MHT Technologies shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due MHT Technologies is collected by or through an attorney, MHT Technologies shall be entitled to recover all costs of collection, including reasonable attorney fees.

PRICES:

The following proposal is estimated based on a take-off or initial Reflective Ceiling plan provided by others. Upon approval of project and Purchase Order, MHT will undertake a more exhaustive take off and produce a set of shop drawings. In general the impact to total node count is nominal. Any increase in Node count, will require a change order to the purchase order and can impact PSE count. In the event device planning is required prior to purchase order placement, MHT Technologies will charge a fee based on the scope of work. Any fee charged for device planning would be applied as a credit back to the client when a purchase order is received.

FREIGHT:

Unless otherwise specified in an Order (i) MHT Technologies shall select the method of shipment and carrier, and (ii) costs for shipping shall be billed to and paid by Customer. All costs for freight, insurance, and other shipping expenses, including special packaging and/or handling requested by Customer, shall be the responsibility of and paid for by Customer. Each partial shipment made under any Order shall be treated as a separate transaction and payment therefore shall be made accordingly.

TAXES:

Any sales, use, revenue, excise or other tax, fee, or charge of any nature imposed by any government or public authority (national, state, local or other) applicable to the Products, or the manufacture, sale, delivery, shipment or use thereof ("Taxes"), but excluding taxes payable by MHT Technologies that are measured by its income, shall be added to the purchase price (unless required by federal, state, or local law to be a separate line item on the invoice) and shall be paid by Customer. If, prior to delivery by MHT Technologies to the designated carrier (as set forth in Section FREIGHT above, Customer has provided MHT Technologies with a tax exemption certificate acceptable to the relevant authority to establish exemption from Taxes, MHT Technologies (relying on such certificate) will not include in the invoice for the Products those Taxes. In the event of any error in or revocation, inadequacy, or invalidity of the certificate, Customer shall pay on demand all Taxes that should have been paid (and any penalties, interest, costs and assessments) and shall indemnify, defend and hold MHT Technologies, its officers, directors, employees, and agents harmless against any claim, liability, damage, tax, penalty, interest, cost or assessment that arises as a result of or in connection with any of the foregoing.

TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by MHT Technologies to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to MHT Technologies.

PACKAGING:

MHT Technologies reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

SERVICE AREA LIMITATION:

MHT Technologies reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable MHT Technologies distributor.

RETURN OF STOCK MERCHANDISE:

No merchandise may be returned without prior written authorization from MHT Technologies. Requests to return stock merchandise must be made within 30 days from date of shipment by MHT Technologies. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 25%(for restocking). All returned product must be in salable condition in order to qualify for credit.

NON-RETURNABLE MERCHANDISE:

The following products are not returnable: all nonstock, special, custom made or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; outdated or phase-out stock products; and non-stock poles.

CANCELLATIONS:

Orders for stock products may be cancelled prior to shipment without charge. Cancellation of any order for non-stock products will incur charges for work already performed and for special material purchased by MHT Technologies. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale. Orders for services are non-cancellable.

If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services invoice date. MHT Technologies will cancel orders for services not provided within the 18-month period.

LIMITED WARRANTY:

Statements of the limited warranties provided by MHT Technologies for MHT Technologies products, services and service offerings are available at:

<https://mht-technologies.com/disclosures-agreements/warranty>

LIMITATION OF LIABILITY:

The total liability of MHT Technologies on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, MHT Technologies' sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

MHT Technologies shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of MHT Technologies, including without limitation embargoes; shortages of labor, raw materials, or fuel, fires, floods; accidents; acts of war; pandemics; or other similar causes.

IN NO EVENT SHALL MHT Technologies BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR

EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of MHT Technologies in the course of providing the products, services or service offerings (the "Deliverables"), including any related software that may be already installed in or included with the products, services or service offerings (the "Software"), shall be owned by MHT Technologies.

Purchaser does not acquire any right, title or interest in the Deliverables except the limited and temporary right to use them as necessary solely in connection with purchaser's use of the applicable products, services or service offerings. No Software is sold, and all Software is protected by international intellectual property laws and treaties. Such Software may be subject to additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between

MHT Technologies and the end user. Neither the products nor the Deliverables may be loaned or rented, nor may access be provided to the Software, for a fee or otherwise, to any third party. The Software may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale.

No product, Deliverables or Software shall be duplicated, reverse engineered, or decompiled by anyone other than MHT Technologies except and only to the extent this restriction is prohibited by law. Purchaser may become aware of trade secrets, know-how and other information of MHT Technologies, within the Deliverables or in connection with the delivery by MHT Technologies of the products, services or service offerings, that would reasonably be understood to be confidential under the circumstances ("confidential Information"). Purchaser (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the confidential Information, and (ii) must not use the confidential Information except in connection with its use of the applicable products, services or service offerings.

CHOICE OF LAW; CONSENT TO JURISDICTION: These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of New York, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in New York County, New York shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale. If MHT Technologies is only providing services, the parties agree that these Terms and Conditions of Sale are a contract for services and are not subject to the uniform commercial code of any state.

GENERAL:

Purchaser may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of MHT Technologies, not to be unreasonably withheld. Purchaser acknowledges that MHT Technologies may use subcontractors to perform the services. Unless otherwise specifically agreed in writing by an authorized representative of MHT Technologies, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by MHT Technologies and shall not be incorporated into any order or other agreement for the sale of MHT Technologies products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale, along with any MHT Technologies policies concerning the sale and/or resale of the products which are expressly incorporated by reference, shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered.

If an authorized representative of MHT Technologies has acknowledged purchaser's order or proposal, and such acknowledgment is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgment, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of MHT Technologies is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale.

Field services and other on-site services performed by MHT Technologies are subject to additional terms and conditions available upon request. These Terms and Conditions of Sale, together with the warranty statements by MHT Technologies under LIMITED WARRANTY above and, if applicable, the Field Services Terms and Conditions, constitute the entire sales agreement between MHT Technologies and purchaser, unless they are made part of a written agreement between MHT Technologies and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale.

MHT Technologies objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or “flowdown” terms, shall be a part of or incorporated into any order from purchaser to MHT Technologies, unless agreed to in writing by an authorized representative of MHT Technologies. These Terms and Conditions of Sale supersede all those published or issued previously by MHT Technologies. All orders are subject to final acceptance by MHT Technologies and credit approval. Any design, submittal or layout provided by MHT Technologies is subject to the disclaimer set forth on the design, submittal or layout. All MHT fixtures will be safety certified to the UL 2108 standard. MHT recommends that customers purchase only safety certified lighting products.

MHT Technologies will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of MHT Technologies price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. MHT Technologies shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

MHT Technologies reserves the right to change these Terms and Conditions of Sale at any time without notice.