MHT Technologies

Sales Terms and Conditions

MHT Technologies Terms and Conditions of Sale for Shipments within the United States, Including Alaska, Hawaii, U.S. Territories, and Internationally, or Services Performed Within These Regions Effective January, 2026.

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 AND CREDIT APPROVAL:

Purchasers are responsible for paying the prices quoted by MHT Technologies, including applicable shipping, handling charges, taxes, and duties.

Unless otherwise specified in writing by MHT Technologies, standard payment terms require a 50% down payment, with the remaining balance due within 30 days from the date of the invoice for that balance, subject to credit approval.

MHT Technologies may establish alternative payment terms, including different deposit requirements, full prepayment, or extended credit terms, based on customer creditworthiness, payment history, order value, project scope, and other relevant commercial considerations. Any alternative payment terms shall be specified in the applicable quotation, sales order, or other written agreement.

Orders requiring a deposit or prepayment will not be released for production, procurement, or fulfillment until the required payment has been received, unless otherwise authorized by MHT Technologies in writing.

Any remaining balance shall be payable according to the payment terms specified in the applicable quotation or sales order. Invoices for services are due within 30 days from the invoice date unless otherwise specified in writing.

MHT Technologies reserves the right to suspend fulfillment of unshipped orders, withhold services, or terminate services for nonpayment, subject to applicable law and contractual obligations. Outstanding invoices shall remain due regardless of service termination. MHT Technologies may resume services or order fulfillment at its discretion upon receipt of payment.

Past-due balances shall be subject to a finance charge of 8% annualized, together with recovery of applicable collection costs, including reasonable attorney fees, to the extent permitted by law.

In the event of any inconsistency between these Terms and Conditions and payment terms expressly approved by MHT Technologies in a quotation, sales order, or other written agreement, the specifically approved payment terms shall govern.

PRICES:

Prices are estimated based on initial project information. Upon project approval and Purchase Order, MHT will conduct a detailed assessment and produce submittals. Any increase in node count may require a change order to the purchase order.

Construction Management Fees (PoE Projects):

For Power over Ethernet (PoE) projects where installation is not performed by a certified MHT Technologies installer, MHT Technologies will engage and provide a certified third-party construction management provider and reserves the right to apply additional construction management, coordination, and oversight fees. Such services may include, but are not limited to, project supervision, installer coordination, quality assurance, commissioning support, and system validation. All associated costs, including third-party fees and reasonable travel and expenses (T&E), may be included in the original quotation or issued as a change order.

FREIGHT and SHIPPING POLICIES :

Shipping Methods and Costs: MHT Technologies will choose the shipping method and carrier unless otherwise specified in an order. All orders are shipped F.O.B Origin. Customers are responsible for all shipping costs, including insurance, special packaging, or handling requested by the customer. Each partial shipment is considered a separate transaction.

Customs, Duties and Taxes: Customers are responsible for customs, duties, and any additional taxes applicable in the destination country.

RETURNS; REFUNDS; RESTOCKING

All sales are final unless otherwise expressly agreed to in writing by an authorized representative of MHT Technologies.

Except as expressly provided under MHT Technologies' Limited Warranty, Products are non-returnable and non-refundable once shipped. Services are non-refundable once performed or commenced.

If MHT Technologies, in its sole discretion, authorizes a return:

- A Return Material Authorization (RMA) must be issued in writing prior to return.
- Products must be returned unused, uninstalled, and in original packaging.
- Customer is responsible for all shipping, insurance, and handling costs.
- A restocking fee of up to 25% may apply.
- Custom, configured, made-to-order, or specially sourced products are not eligible for return under any circumstances.

No credits or refunds will be issued for:

- Products damaged after delivery (except as covered under Transportation Claims)
- Products returned without an RMA

- Products returned outside the approved return window
- Services already rendered, partially rendered, or scheduled
- Software licenses, firmware, or digital deliverables

Refunds, if approved, will be issued in the original form of payment or as a credit, at MHT Technologies' discretion.

TAXES and DUTIES:

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.

I**nternational Taxes and Duties**: Customers are responsible for understanding and paying all taxes, duties, and fees imposed by their local jurisdictions.

TRANSPORTATION CLAIMS:

Customer must report all external damages or shortages on the bill of lading. If Customer suspects concealed damage, they must note ,"Damage subject to inspection". If you are not the recipient, please forward these instructions to whomever will receive the delivery. All damages need to be reported to MHT, in writing, within 48 hours. Failure to report damages, will void your warranty. MHT Technologies is not liable for damages reported outside these timeframes.

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.

CANCELLATIONS:

Requests for cancellation of any Purchase Order must be made within 48 hours of receipt of order confirmation, at which time the order is non-cancellable and non-refundable.

LIMITED WARRANTY:

Detailed information about MHT Technologies' limited warranties is available here.

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.

In the event that Purchaser elects not to utilize a certified MHT Technologies installer, declines on-site support, and/or does not participate in recommended training, Purchaser assumes full responsibility for installation performance, schedule, and outcomes. MHT Technologies shall not be responsible for installation delays, rework, inefficiencies, or additional labor incurred by Purchaser or its contractors.

Any technical support, troubleshooting, re-commissioning, or additional services requested as a result of such decisions shall be provided at MHT Technologies' standard rates or as otherwise quoted, and may be issued as a separate invoice or change order. Under no circumstances shall MHT Technologies be liable for, or subject to, back charges, offsets, or claims related to third-party installation labor or performance.

Purchaser shall ensure that all contractors, installers, and third parties engaged in connection with the project comply with these requirements and is responsible for incorporating these requirements into its agreements with such parties.

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.