



Terms and Conditions of Sale

ALL quotations and sales by CABATech LLC, dba Raffino Lighting ("Raffino") are subject to these Terms and Conditions of Sale ("Terms and Conditions"). Except as expressly stated in any Raffino-issued written confirmation of Raffino's agreement to manufacture, supply, deliver and/or otherwise sell the products expressly specified therein and expressly identified as an "Order Confirmation" (an "Order Confirmation"), these Terms and Conditions solely shall be the terms upon which Raffino agrees to sell, and the purchaser ("Customer") agrees to purchase products manufactured or otherwise supplied by Raffino ("Products"). Only an Order Confirmation can amend, modify or otherwise alter these Terms and Conditions in any respect. Correspondence from or to Customer, Raffino or any distributor, proposals, purchase orders, advertisements, promotional materials, offers and other communications shall not under any circumstances amend, modify or otherwise alter the provisions of these Terms and Conditions. Raffino's failure to object to any document, communication or act of Customer will not be deemed a waiver of any provision of these Terms and Conditions.

1. Sale and Purchase

Raffino will use commercially reasonable efforts to confirm Customer's order for the purchase of Products prior to issuing an Order Confirmation. Customer and Raffino each shall have twenty four (24) hours after Raffino's delivery *via* email of any Order Confirmation to cancel the transaction described therein. If neither party cancels the transaction within that period of time, the Order Confirmation shall be the binding, non-cancelable commitments of Raffino to sell to Customer and of Customer to purchase from Raffino the Products identified within the subject Order Confirmation.

2. Delivery Terms, Price, and Payment

Raffino will use commercially reasonable efforts to deliver Products on or within fifteen (15) business days of the delivery date identified within the subject Order Confirmation. Customer shall pay the prices listed on the Order Confirmation and all payments are due and payable to Raffino, in U.S. Dollars. Terms are net cash on date of shipment except where credit satisfactory to Raffino in its sole and absolute discretion is established in advance of the Order Confirmation, in which case terms are net thirty (30) days from date of delivery. Raffino reserves the right to revoke credit at Raffino's sole and absolute discretion. Customer will pay all transportation and delivery costs, insurance premiums, taxes (other than Raffino's U.S. income taxes), duties, costs of compliance with export and import controls and regulations, and any other governmental assessments resulting from the purchase. Invoices not paid within thirty (30) days of the invoice date will have two and one-half percent (2.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment. Prices are subject to change at Raffino's commercially reasonable discretion in response to supplier price increases or if a price has been quoted in error; provided that Customer may cancel the undelivered portion of any affected order by delivering written notice to Raffino prior to the shipment thereof and / or within ten (10) days of Customer's receipt of notice of the price increase, whichever is earlier.

3. Shipping and Storage.

In the absence of a contrary agreement reflected within the subject Order Confirmation, Raffino may select a common carrier in its sole and absolute discretion. Notwithstanding that



Raffino may select or designate the common carrier that transports the Products, Raffino and Customer expressly agree that, for purposes of assigning risk of damage to Products or liabilities incurred during or in connection with shipment: the common carrier is and shall be considered Customer's agent; and Raffino's risk for any such loss, damage or liability ends and Customer's risk for any such loss, damage or liability begins when the Products are delivered to the carrier, to Customer or to Customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges at Raffino's then-current rate if Raffino holds products at Customer's request pending delivery instructions or rescheduled delivery

4. Product Designations.

Customer will not remove any names, designations or notices from any Product.

5. Warranties.

Raffino provides Product-specific warranties. Customer is asked to please visit <http://raffino.net/index.php/documents-library/> to view the warranty provisions applicable to the Products identified within the subject Order Confirmation. The warranty provisions applicable to the Products identified within the subject Order Confirmation as of the date that Raffino issues the Order Confirmation are hereby incorporated into and made parts of these Terms and Conditions. If Customer is unable to access, <http://raffino.net/index.php/documents-library/>, Raffino will mail a hardcopy of the applicable warranty provisions to Customer upon Customer's request.

6. Security Interest.

Raffino retains a purchase money security interest in all Products sold by Raffino to Customer, and in the proceeds of any resale of such Products, until the purchase price and associated charges due to Raffino have been paid in full. Upon any breach by Customer of these Terms and Conditions, Raffino will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Raffino in collecting the sums owed by Customer to Raffino pursuant to any Order Confirmation including collection agency and reasonable attorneys' fees incurred in connection with Raffino's collection efforts.

7. Term, Termination, Survival, and Termination Liability.

Subject to the provisions of paragraph 1, the Order Confirmation and these Terms and Conditions shall be in effect until all Products identified within the Order Confirmation are shipped, except that if either party materially breaches any material provision of these terms and such breach is not remedied within thirty (30) days (or ten (10) days in the case of non-payment) after receipt by the defaulting party of a notice from the other party, the non-breaching party may immediately terminate the Order Confirmation. Any accrued rights of Raffino to payments or remedies for breach shall continue after termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any termination of an Order Confirmation if such termination complies with these Terms and Conditions, whether or not such party is aware of any such damage, loss, or expenses.



8. Account Administration.

In order to defray the cost of Customer account administration, any credit balance or other sum owed to Customer which remains unclaimed by Customer for a period of twelve (12) months will become the property of Raffino.

9. Customer Obligations.

No Order Confirmation or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Raffino's prior written consent and authorization, which Raffino may provide, condition, delay or withhold in its sole and absolute discretion. Prices and terms are subject to change by Raffino upon any reschedule or reconfiguration of any order to which Raffino agrees at Customer's request. Customer is responsible for (i) ensuring that Customer's internet service provider and email account settings allow for Customer's receipt of email communications from Raffino; and (ii) informing Raffino of any changes to Customer's email address.

10. Confidentiality and Intellectual Property.

Any technical, financial or other information provided by Raffino to Customer and designated as confidential or proprietary ("Confidential Information") shall be held in confidence and not disclosed or, except as provided in the next sentence, used by Customer. This obligation will not apply to information that is generally and freely publicly available through no fault of Customer, or that Customer otherwise rightfully obtains from any third party without restriction.

11. Limited Liability.

RAFFINO'S LIABILITY TO CUSTOMER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY SHALL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO RAFFINO PURSUANT TO THE ORDER CONFIRMATION DESCRIBING THE PRODUCTS UPON WHICH RAFFINO'S LIABILITY IS FOUNDED. RAFFINO SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO CUSTOMER OR TO ANY PARTY CLAIMING RIGHTS DERIVED FROM CUSTOMER FOR THE COST OF PROCURING SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. RAFFINO SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL OR FOR ANY DAMAGES ALLEGED TO RESULT FROM RAFFINO'S ALLOCATION OF PRODUCTS BETWEEN ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. THE LIMITATIONS OF LIABILITY DESCRIBED WITHIN THIS PARAGRAPH 11 ARE ESSENTIAL FACTORS THAT HAVE BEEN CONSIDERED BY THE PARTIES IN DETERMINING THE PRICES AT WHICH RAFFINO AGREES TO SELL ITS PRODUCTS AND AT WHICH CUSTOMER AGREES TO PURCHASE SUCH PRODUCTS.

12. FCPA and Export Control.

Customer shall comply with the U.S. Foreign Corrupt Practices Act and all export laws and restrictions and regulations of the United States or any foreign agency or authority having jurisdiction over Customer. Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all



Products to any foreign location or locale and shall demonstrate compliance to Raffino with all applicable laws and regulations prior to delivery thereof by Raffino.

13. General.

Without limiting the provisions of paragraph 1, Raffino may in its sole and absolute discretion, discontinue or modify any Product including without limitation the price thereof at any time. All notices shall be given in writing, and shall be deemed given when personally delivered, when sent by email, or one (1) day after being mailed for overnight delivery by prepaid certified or registered USPS Mail or other national carrier to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Without limiting the foregoing, Order Confirmations shall be delivered by Raffino *via* email to the Customer-provided email address, and cancelations of Order Confirmations made in accordance with paragraph 1 shall be delivered *via* reply email. All other notices to Raffino shall be sent and delivered to 1180 South Beverly Drive Ste. 401, Los Angeles, CA 90035. Customer shall not assign, transfer or sublicense any obligation or benefit under the Order Confirmation and any attempt to do so shall be void. Raffino may assign the Order Confirmation in whole or in part. The failure of either party to enforce its rights under these terms at any time for any period shall not be construed as a waiver of such rights. These terms supersede all proposals, oral or written, all negotiations, conversations, or discussions between or among the parties relating to the subject matter hereof and all past dealing or industry custom. No changes or modifications or waivers are to be made to these Terms and Conditions unless evidenced in writing and signed for and on behalf of both parties. Raffino's distributors and sales representatives, however denominated, are not the legal agents of Raffino and, accordingly, they do not have any authority to bind Raffino. In the event that any provision is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and enforceable. The Order Confirmation and these Terms and Conditions are governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof). Any suit, action or proceeding to enforce rights under these Terms and Conditions or any related Order Confirmation may be brought only in the United States District Court for the Central District of California or the Superior Court of the State of California for the County of Los Angeles. The parties irrevocably submit to the personal and subject matter jurisdiction of such courts with respect to any dispute relating to these Terms and Conditions and/or any related Order Confirmation, and the parties expressly waive their respective rights to have any such action tried by jury. Raffino shall have the right to offset any sum owed by Raffino to Customer against any sum owed by Customer to Raffino.

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