

## CHAUVET & SONS, LLC GENERAL TERMS AND CONDITIONS OF SALE

- 1. General.** These General Terms and Conditions of Sale (“Terms”) apply to all offers and sales of products (“Products”) by Chauvet & Sons, LLC (“Chauvet”) to customers, except for sales of Products by Chauvet to a dealer or distributor pursuant to an executed Dealer Agreement or Distributor Agreement. Chauvet reserves the right to amend these Terms at any time, upon written notice to customer, and any orders accepted by Chauvet after the effective date of such amendment will be governed by the amended Terms. By submitting an order for Products or accepting delivery of Products, in whole or in part, customer agrees to all of these Terms.
- 2. Conflicts.** In the event of any conflict between a provision in Chauvet’s written quotation, Chauvet’s order confirmation or other document provided by Chauvet to customer and a provision in these Terms, the provision in the written quotation, order confirmation or other document shall govern. If any provision in Chauvet’s order confirmation or other document provided to customer revises any provision of these Terms, Chauvet’s quotation or customer’s order, customer shall be deemed to have accepted the revised provision and such revised provision shall be binding upon customer unless customer notifies Chauvet, in writing, within five (5) business days after customer’s receipt of such order confirmation or other document or at least one (1) business day prior to delivery, whichever occurs earlier.
- 3. Product Sale Terms.** The Products, prices, delivery and payment terms applicable to customer’s Product orders shall be set forth in one or more written quotations provided by Chauvet to customer. Quotations issued by Chauvet to customer are subject to cancellation or change by Chauvet, without notice, until a written purchase order is received and accepted by Chauvet. Unless otherwise stated in Chauvet’s written quotation, all prices exclude any and all sales, use, excise, value added or other taxes or duties imposed by any governmental authority and any freight charges, all of which are the sole responsibility of customer.
- 4. Product Orders.** All orders for Products by customer are subject to acceptance by Chauvet. Upon Chauvet's acceptance, all Product orders are binding contracts on customer to purchase the Products specified therein pursuant to these Terms. Any provision contained in customer’s purchase order or any other customer document which conflict with or are not expressly set forth in these Terms, Chauvet’s limited warranty or any other Chauvet document applicable to the Products shall have no force or effect and customer waives any right which it might have to rely on such provision, unless expressly agreed upon in a writing signed by an executive officer of Chauvet.
- 5. Delivery.** Unless otherwise agreed in writing by Chauvet, all Products shall be delivered Ex Works Chauvet’s distribution center in Sunrise, FL (Incoterms 2010) and risk of loss shall transfer in accordance therewith, provided, however, Chauvet shall select and arrange the carrier and mode of transport on behalf of customer and at customer’s expense. Notwithstanding anything herein to the contrary, title to Products shall not pass to customer until Chauvet has received full payment of the purchase price for such Products.
- 6. Delivery Date.** Delivery dates provided by Chauvet are estimates only. Chauvet shall use reasonable commercial efforts to deliver in accordance with such dates, provided, however, Chauvet shall not be responsible or liable for any delivery delays. Chauvet may deliver a Product order in installments and separately invoice customer for each installment. Delay in delivery of any installment shall not relieve customer of its obligations to accept and render payment in accordance with Chauvet’s invoices for any prior or remaining installments. If customer fails to accept delivery on the scheduled delivery date, Chauvet may (i) invoice customer on the scheduled delivery date for the Products that were scheduled to be delivered and (ii) charge customer for storage of the Products from and after the scheduled delivery date until customer accepts delivery or Chauvet sells and delivers the Products to another customer and for any loss of profit and other costs incurred by Chauvet as a result of customer’s failure to accept delivery.
- 7. Inspection; Notice of Non-Conformance.** Customer shall inspect and test all Products immediately upon receipt at the shipping destination and notify Chauvet, in writing, of any visibly damaged or defective Products or non-conformance with customer’s order within five (5) business days after receipt of the Products at the shipping destination. Customer shall be deemed to have accepted any visibly damaged or defective Products or non-conformances not set forth in a written notice received by Chauvet within such five (5) business day period.
- 8. Payments.** If any payment is not received by Chauvet when due, (i) interest shall accrue on such payment, from the due date thereof until payment is made, at the highest rate permitted by applicable law and (ii) in addition and without prejudice to any other legal rights and remedies then available to Chauvet, whether under these Terms or otherwise, Chauvet shall have the right to suspend any and all subsequent Product shipments to customer, whether under the same or another quotation or purchase order, until such time as customer has cured the payment default and/or require payment in advance for all future shipments. In addition, customer shall pay to Chauvet all of Chauvet’s costs of collection and enforcing the provisions of these Terms (including, without, limitation, reasonable attorneys’ fees and other costs of collection).
- 9. Warranty.** THE SOLE WARRANTY OFFERED BY CHAUVET FOR PRODUCTS PURCHASED BY CUSTOMER IS SET FORTH IN CHAUVET’S STANDARD LIMITED WARRANTY. EXCEPT AS OTHERWISE PROVIDED IN CHAUVET’S STANDARD LIMITED WARRANTY, ALL PRODUCTS SOLD BY CHAUVET TO CUSTOMER ARE SOLD “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED BY

CHAUVET.

10. Returns. No Products may be returned to Chauvet without Chauvet's prior written authorization, which authorization may be granted or withheld by Chauvet in its sole and absolute discretion. Except for warranty claims or Products returned to Chauvet for non-warranty repairs, Chauvet will not accept the return of any Products. Customer shall be responsible for all freight and other costs and risk of loss to return the Products to Chauvet and shall comply with any other Chauvet return policies then in effect.
11. Indemnification. Customer shall indemnify and hold harmless Chauvet and its affiliates, and their respective officers, directors, owners, employees, agents and customers against any and all liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees and expenses, court costs and costs of appeal) incurred by any of them as a result of any claim (including any action or proceeding based thereon) by a third party arising out of, or relating to any damage or injury (including death) to persons or property arising out of or resulting from the usage of Products that have been (i) misused, mishandled, damaged or subjected to abnormal environmental stresses by customer, its subsidiaries or affiliates or their respective agents, or (ii) modified, repaired or serviced by customer, its subsidiaries or affiliates or their respective agents or any party authorized by customer, its subsidiaries or affiliates or their respective agents that has not been authorized, in writing, by Chauvet.
12. Force Majeure. Chauvet shall not be responsible or liable for any failure to perform caused by events or circumstances beyond Chauvet's control, including, but not limited to, acts of nature, strikes, energy or material shortages, acts of civil or military authorities, epidemics, wars, riots, shipping company delays, delays in clearing customs or otherwise related to approvals by governmental or regulatory authorities.
13. Governing Law; Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any and all litigation concerning or arising out of this Agreement shall be brought in the state or federal courts in Broward County, Florida. **THE PARTIES EACH IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT.**
14. Limitation of Damages. Chauvet shall not be responsible or liable to customer under these Terms or otherwise for indirect, special, punitive, treble or consequential damages (including, without limitation, loss profits or lost business opportunities) arising out of or in connection with any Products ordered by or delivered to customer or the performance of any of Chauvet's obligations under these Terms or any quotation, order or other document between Chauvet and customer.
15. Miscellaneous. These Terms constitute the entire agreement between Chauvet and customer with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, representations and agreements, whether written or verbal. Any changes to these Terms sought to be enforced against Chauvet by customer must be in a writing signed by an executive officer of Chauvet. Any waiver of any provision of these Terms shall be valid and effective only in the specific instance and for the specific purpose for which it is given and shall not be deemed continuing or construed as a waiver of any other provision of these Terms. If any provision of these Terms shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be modified to the extent required by law to render it valid, legal and enforceable, and consistent, as nearly as possible, with the intent of these Terms and such invalidity, illegality or unenforceability shall not render invalid, illegal or unenforceable the remaining provisions of these Terms. These Terms shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, provided, however, customer may not assign any of its rights, or delegate any of its obligations, under these Terms, without the prior written consent of Chauvet, which consent may be granted or withheld by Chauvet in its sole and absolute discretion.

**CHAUVET & SONS, LLC**

**DISTRIBUTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_