



Job Name: Exhibition Place Exhibition Place (RUS)

Job Location: Toronto, ON

Quoted To: OMNILUMEN TECHNICAL PRODUCTS

Name:

Job No:

Quoted By: Jacob Hoffner

Quotation Based Upon:

136088.4.0 emailed dwgs and specification from Ben at Reptech. 2/19/08. JMA

136088.4.3 - Revised per 7/24/08 e-mail from Ben Hazelwood to incorporate changes per CCN-009 No. 5. RWM

136088.4.4 - Revised ballroom partition control and added (1) OMX-CI-RS232 per approved as noted submittal 136088 Rev 1. RWM 4/22/09

Q5R0 - Based on RUS Upgrade information: 2D1 Model One-Line dated 05/18/09, Budget Config PNG dated 05/05/16, Server Reports extracted 02/16/21, originally generated 06/09/09. Bill of Material justification came from Server Report "Bill of Materials" from the Server Reports folder package previously listed. Word Document "JobBudget_136088" dated 05/05/16 justifies a past request for an upgrade that appears to have never been fulfilled. - JTH 03/11/2021.

Q5R1 - Based on email request to remove unneeded products and services. - JTH 03.23.2021

Quote Specific Qualifiers and Exceptions:

1. This quotation is to upgrade the existing G7000 System on Lutron Job #136088 to a Quantum System.
2. No written spec was provided for this upgrade. This quote is based on information provided in the "Budget Config" PNG and "http__localhost_ControllerIT_LDACReports_ReportViewers_BillOfMaterialsViewer" PDF as written documentation.
3. One-line "2D1 Model" was followed as a reference, however any discrepancies between it and the Bill of Material PDF were solved by prioritizing the product quantities on the Bill of Material and not the one-line. Exception was taken to interfacing devices, which were provided based on the one-line's quantities to cover all AV/partitioning integration.
4. The following quote provides a UL924 Emergency Lighting Interface: LUT-ELI-3PH, for control of all (non-essential) emergency lighting loads. If emergency lighting is to be controlled through other means, a revised quotation will need to be created.
5. Touch screens are not included in this quote and are to be provided by others. This quotation includes one QSW-MC-PS-A (Mobile Control and Programming licenses) which allows a Quantum system to integrate with mobile devices such as an Apple iPad. This quotation does not include any mobile devices as they are to be provided by others.
6. A QP7-4PSE-120-CGP2606 processor was provided to replace the G7-AR-WWOO-0-120 three link processor, which provides (8) links from (4) internal processors, including a panel link.
7. Lutron assumes panel circuit selectors are running software version 3.51+ and installed after 2003. For that reason all existing Quantum compatible equipment will need to be replaced except for the panels. Panels will remain and new processor/computer front end will be added. Circuit selector version MUST be verified to confirm functionality of the replacement Quantum system.
8. An on-site UL inspection will be required to re-certify the panels for UL listing. The new labels must be applied to the panel by the Lutron FST in the presence of the UL inspector at the completion of the inspection.
9. The functionality of the (2) OMX-UCIP devices from the G7000 system could not be discovered and are not indicated on the one-line provided. Exception has been taken to these devices and no replacement device has been provided for them. If this exception is incorrect, more information must be provided to Lutron and a new quote must be issued.
10. All equipment will need to be wired to the new QS links on the Quantum Hub. The panels will need to be connected to a panel link and the controls to a separate wall station link. A database will need to be written and the existing equipment retested.
11. The hand-held programmer and jacks and Viseo will not function with Quantum. Remote programming can be accomplished through the Quantum Mobile Control & Programming Software License and/or Quantum Vue.
12. If a current back-up file of the database is not available at the job site, Lutron will write the new database based upon the latest database currently on file (list database file & date). If the time to make updated changes on-site exceeds the time allocated on this quotation, additional charges will apply.
13. This quote assumes the existing devices will be installed prior to start-up of the main system, therefore these devices will be commissioned at the same time as the main system. Start-up listed on this quote is for the additional field service time while the field service personnel is already on site. This quote does not include a separate visit to commission the existing devices.
14. All jacks/interfaces located on the User Interface Link will no longer be functional. See the QS-EO item in the BOM below.
15. A 5-button seeTouch wallstation to replace the SO-5PSN-CF-TP-E-CPN4997 Partition Control was provided for the Conference Rooms and Ballroom. QSE-CI-NWK-E devices have been provided for AV touch screen integration.
16. (3) LSC-RUS-PRECON Services are provided based on the scope of work quoted.

Bill of Material:

Qty. Model Number

PROJECT BOM (Grafik/DMW Upgrade)

- | | |
|----------|---|
| 1 | QS-A-CMP-SBO-0
Quantum Q-Manager Server by Others. The customer will be supplying a server class PC to operate the Quantum Q-Manager software. Refer to the product data sheet with the same model number for minimum requirements. |
| 4 | QSW-BAC-PP-A |

The license for BACnet Client software enables a building management system to control, monitor, and manage energy for lights in the Quantum system. Integration and programming services for BACnet communicating are required. Refer to the Quantum BACnet specification sheet for additional details.

4 QSW-RPT-PP-A

Quantum Software - Reporting - 1 license required per processor

4 QSW-QVS-L

Quantum Vue lights only license. Quantum® Vue is a web-based software license which allows for control and programming of a Quantum® system via any desktop PC or mobile device connected to the corporate network.

1 QS-EO

Quantum Local Area Network Shared Intranet. The Quantum Inter-processor and computer (server / desktop or laptop) network may be connected through a shared intranet. The Quantum computer may or may not be supplied by Lutron and nodes on LAN are not limited to Lutron Quantum processor and Lutron Quantum computer. All network equipment including routers, switches, and network cables are supplied by others and must adhere to Lutron specifications. The shared intranet must be able to pass UDP multicast traffic. All network architecture and setup must be coordinated through the end users Information Technology Group or consultant and may require additional startup time and expense.

562 EX-DIMCIR

Existing dimming circuits (from panels/nodes) that will need to be reprogrammed.

8 NT-YS

Yoke for blank faceplates

8 NT-E-NFB-WH

Multi-gang faceplate

1 QP7-4PSE-120-CGP2606

Pre-assembled G5000/G6000/G7000-to-Quantum upgrade sub-plate panel containing four Quantum processors with eight configurable links. Each Quantum processor link can be configured to be a Grafik QS link, Grafik QS shade link, Grafik Eye Power panel link or EcoSystem Link. Sub-plate has integral 5 position Ethernet switch. Sub-plate accepts one 120V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Sub-plate kit includes a vented front cover and is designed to install in an existing G5000/G6000/G7000 enclosure. Dimensions (inches(cm)): 34.75 (88.3)H x 14.38 (36.5)W x 3.88 (9.8)D. Approximate weight (w/o packaging): 50 lbs. (22 kg.)

5 QSWS2-1BI-WH

QS device: seeTouch QS 1-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

1 QSWS2-5BI-WH

QS device: seeTouch QS 5-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

27 QSWS2-5BRLI-WH

QS device: seeTouch QS 5-button with raise/lower wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

1 QSWS2-7BI-WH

QS device: seeTouch QS 7-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

2 GRX-CESO-120PKG

Consists of a standard CES/O-12/24-0-10 outdoor sensor from PLC Multipoint, packaged with an LC8 lighting controller from PLC Multipoint and a PP-120H power pack.

1 LUT-ELI-3PH

UL924 Emergency Lighting Interface for use with 1- or 3-phase power systems. Functions include 1-phase or 3-phase 100V-347V 50/60HZ detection, signal override of Circuit Selectors/MIs, Energi Savr Nodes, GRAFIK Eye QSs, and Quantum Bus Supplies, phase status indicator LED, test switch, and single Fire Alarm Control Panel/Security Alarm dry contact closure input. Interface mounts on a standard 4in square utility box. . Dimensions (inches(mm)): 7 3/4(197)H x 5(127)Wx 2 1/2(64)D Separate power supply required.

13 QSE-CI-NWK-E

GRAFIK Eye QS auxiliary equipment interface integrates with user supplied PC or digital AV equipment using TCP/IP or RS232 communication. Dimensions mm: 135W x 110H x 27D.

10 QSE-IO

QS device: 5 Contact Closure Inputs and 5 Relay Outputs for integrating QS based devices. Dimensions (WxHxD) 134 mm x 108 mm x 27 mm.

3 PP-DV

Power Pack for use with LOS series sensors. 120-277V rated.

- 1 **LSC-DAY-ADDL-CS**
Onsite day of service by a Lutron Service Representative
 - 1 **LSC-INT-VISIT**
System and Network Integration Consultation - Meeting coordinated by site personnel between Lutron, other manufacturers, and facility representative to discuss equipment and integration procedures for both Building Management Systems and IT. Quantity dictates number of visits purchased.
 - 3 **QSW-MC-PS-A**
The Quantum Mobile Control and Programming license allows a Quantum system to integrate with mobile devices such as an Apple iPad. One license required per seat.
 - 3 **LSC-RUS-PRECON**
An onsite visit by a Lutron Field Service Engineer to obtain the information required to produce the system submittal package. Quantity dictates the number of days purchased.
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- 1 **REPROG-1-COM**
Programming service to modify existing database or write new database. Programming to be performed at Lutron.
- 1 **LSC-B2**
2 year warranty providing 100% replacement parts & 100% Lutron labor coverage with a first-available response time.
- 1 **LSC-OS-PST-QTM**
Quantum Startup by a Lutron Services Company representative for this system includes the following onsite visits:
Prewire Visit with the electrical contractor, project manager, and owner's representative to discuss the project scope (including installation details on all equipment) and timeline. Startup Visit after Lutron equipment is installed.
Equipment installation is verified and the system is programmed and tested during this time to comply with the approved sequence of operations. Training Visit with the end user to provide instruction on the lighting control system maintenance and operation, including the use of any system software.

Product Lead Time: Please contact Lutron with your desired product delivery date. Typical lead times for Lutron system products are 5 weeks or less after receipt of approved submittal and release. To best enable Lutron to meet your delivery requirements, please submit your construction schedule with your hold for release purchase order.

For this Quote, the estimated Lead Time (in weeks) After Release is 5.

Visit www.lutron.com/incentives for location specific information on rebates and incentives that promote energy efficient lighting systems. Financial assistance to purchase and install energy efficient products can come from local and state utilities, state energy efficiency programs, EPAct tax incentives, and federal stimulus monies that focus on energy efficiency.

Qualifiers:

- 1. Each GRAFIK 7000 processor is configured to control up to 32 spaces and 16 scenes plus off per space. If additional functionality is required, contact Lutron for a revised quotation. If more than 512 zones are needed, please go with a 2 processor based system.
- 2. This quotation does not include the following functionality: button-by-button programming, partitioning, occupancy sensor sensitivity, photosensor calibration, sequence programming, DMX 512 integration, BMS integration, timeclock programming, RS232 integration, conditional logic, energy management/load shedding, group configuration, mode definition, telephone interface programming or TCP/IP network setup. Additional charges will apply if the above functionality is required.
- 3. User must contact Lutron for written approval prior to installation/upgrade of third party software on the lighting control computer. Lutron is not responsible for compatibility issues stemming from third-party software, installations and upgrades.
- 4. Remote diagnostics for GRAFIK 7000 processor/computer/server requires an analog phone line run to the GRAFIK 7000 processor/computer/server. Refer to One-Line diagrams for details. Service charges will apply during the warranty period if analog phone line is not supplied.
- 5. It is the responsibility of the End-User to provide and install equipment for network and internet connection.
- 6. It is the responsibility of the End-User to provide and install adequate network security (eg. Firewall, etc)
- 7. Server must be located within 200 feet of a network switch or hub.
- 8. Server will ship approximately two weeks prior to the 2nd Lutron Field Service visit, separately from other system components. Server must be stored in a climate controlled, lockable space. Failure to do so will void the warranty.
- 9. A copy of the database will be provided to the end user in the form of a CD after commissioning. It is the responsibility of the customer to maintain backups of changes to the database.
- 10. Lutron guarantees the compatibility of the Lighting Control Software with the Lutron provided computer/server. The Lutron provided computer/server is covered under a one year warranty.



11. Two design meetings with the owner or owners designated representative are required for any of the EL-GUI packages. The first meeting will be to confer with the customer on the graphical user interface design. The second meeting will be to get customer approval of the graphical user interface design.
12. At Lutron's discretion, the design meetings can be done on site, via teleconference, or via a web conference.
13. Final approval of the graphics package must be completed at least 8 weeks prior to the EL-GUI installation.
14. Images used by the EL-GUI graphical user interface must be supplied by the customer. If Lutron is to supply the images, contact Lutron for a revised quotation.
15. Images must be in . SVG (preferred), . JPG, . BMP, . DWG, . DXF, . AI, . EMF, . GIF, or . PSD format. If images are to be supplied in another format, contact Lutron for a revised q
16. Images for the graphical user interface must be supplied to Lutron one week prior to the first design meeting.
17. Images for the EL-GUI package that are supplied by the electrical engineer or architect must be complete. Lutron will advise if modifications to the drawings are necessary. If Lutron is required to perform the modifications, Lutron will advise the cost associated.
18. The customer must supply details of control and monitor points for use in the EL-GUI package no later than 2 weeks after the first design meeting.
19. Please note: GPF panels can only dim Lutron Eco-10 and FDB dimming ballast. It can also do non dim loads
20. All controls are provided with a white finish unless noted otherwise in the product description column of the bill of material.
21. Any deviation to this bill of material is subject to a new quotation.
22. Dimming panels are provided with main lugs only.
23. Dimmer Modules are rated for 120V, 2000W/VA, continuous load, per circuit.
24. Upstream normal/emergency automatic transfer switch (by others) is required to feed normal/emergency dimming panel(s). Upon loss of normal power and application of emergency power, all normal/emergency dimmers ramp to full intensity and remain there until normal power is restored.
25. Hi-lume electronic fluorescent dimming ballasts are required to dim fluorescent fixtures and may not be included in this quotation.
26. Lutron All-In-One Cable for any control and/or panel links is not included in this quotation, unless otherwise noted. All electrical devices should match system controls. Use Lutron NovaT* dimmers, switches, receptacles, jacks and faceplates as require.
27. Grafik Systems and Home Systems software is available in English only.
28. This quotation includes integration capabilities to building management systems via BACnet/LonWorks. The building management system and building management logic is provided by others.



LUTRON ELECTRONICS CANADA INC. QUOTATION TERMS AND CONDITIONS

All sales of Lutron products are pursuant to Lutron's Terms and Conditions of Sale (T&Cs), which are attached to this quotation and are also available in Lutron's price books, via DIMS at <http://dims.lutron.com>, at <http://www.lutron.com/general/Terms-ConditionsofSale/Pages/Terms-Conditions-of-Sale.aspx>, and upon request. No terms and conditions other than the T&Cs, including any terms and conditions in any document attached to or incorporated by reference into any order accepted by

Quotation/Design:

Quoted prices are firm three (3) months from date of quotation. After three (3) months and up to six (6) months, all quotations will be subject to a maximum of 10% escalation to cover increased costs of labor and materials. All quotations must be re-quoted after six (6) months.

This Quotation is based on Lutron's interpretation of provided documents and includes Lutron's standard design, finish and construction unless indicated otherwise

Compliance with project specific plans and/or specifications is not the responsibility of Lutron, and Lutron's acceptance of an order does not suggest or confirm such compliance. For all custom orders, the end-user or other authorized representative for a project must approve all drawings. Changes in drawings and/or Bill of Materials will require a new quotation.

Order:

A purchase order may be placed against this quotation by any Lutron Distributor. If you are not a Lutron Distributor, you can request a listing of Lutron Distributors in your area

An order may be placed against this quotation on a Hold-for-Release basis. An order will not be considered firm unless accepted in writing by Lutron. Acceptance of an order does not imply conformance to plans and specifications. Prices are firm for 3 months from date of order acceptance. The price of all hold-for-release orders not released for immediate shipment within 3 months from the date of order acceptance will be increased up to 10% over the initial order price to cover increased cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by Lutron and subject to a 25% cancellation

Country of Origin:

Upon written request, Lutron will provide country of origin for the products quoted.

Terms:

Terms of sale shall be, at Lutron's option, one of the following: (a) your normal Lutron credit limit and terms as set by Lutron's credit department; or (b) credit limit and terms as approved by Lutron's credit department. Lutron reserves the right to require cash in advance or a confirmed, irrevocable letter of credit for each order. Further, Lutron may elect, at its discretion, not to quote or accept an order above your normal credit limit. If this quotation exceeds your credit limit, you should contact Lutron's credit department to discuss credit and terms in

Cancellations:

Orders for standard Lutron products may only be revised or canceled prior to the date of loading at the place of shipment, and only with Lutron's prior consent. Orders for nonstandard or custom Lutron products may only be revised or canceled prior to the commencement of production, and only with Lutron's prior consent. Any product which Lutron has the capability of producing but does not inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard products or nonstandard or custom products, shall

Returned Goods Policy:

New and unopened products may be returned in accordance with Lutron's Returned Goods Policy in effect on the date each order is accepted and as authorized by Lutron on a Return Good Authorization, with the exception of non-standard, custom products and metal wall plates which are not returnable. Customer will be charged a minimum restocking charge of 25% of the cost of the returned goods and shall be responsible for freight and duties to return the products to Lutron. Lutron's Returned Goods Policy is available in Lutron's Price List, via

LUTRON ELECTRONICS CANADA INC. TERMS AND CONDITIONS OF SALE

1 Acceptance of Orders/Terms: All orders are subject to acceptance by Lutron Electronics Co., Inc. ("SUPPLIER") at its Coopersburg, PA headquarters. SUPPLIER reserves the right to reject any order. Possession of a price list does not constitute an offer to sell. Acceptance of any order by SUPPLIER is expressly conditioned on Customer's assent to the terms and conditions set forth herein ("Terms") and the waiver by Customer of any terms and conditions contained in any order form, confirmation, or any other communication of Customer, whether previously or hereafter delivered to SUPPLIER, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. SUPPLIER hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or fifteen (15) days after delivery thereof to Customer will constitute agreement by Customer to these Terms. SUPPLIER hereby gives notice of its

2. Hold for Release Orders: An order may be placed on a hold-for-release basis. Prices are firm for 3 months from date of order acceptance. The price of all hold-for-release orders not released by Customer for immediate shipment within 3 months from the date of order acceptance will be increased up to 10% increase over the initial order price to cover additional cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by SUPPLIER and subject to a 25% cancellation charge based on the price of the order.

3. Product Changes: SUPPLIER reserves the right to discontinue the manufacture or sale of any product ("Supplier Product") at any time or to alter, modify or redesign the Supplier Products.

4. Use of Trademarks: Customer shall use SUPPLIER's trademarks, logos or other identifiers in accordance with SUPPLIER's Corporate ID Guidelines and Style Guide found at .

5. Price: All prices are subject to change without notice. Should any governmental action or request prevent SUPPLIER from implementing any price or continuing any price already in effect, SUPPLIER may at its option cancel Customer's order or any part thereof.

6. Taxes/Duties: All prices exclude Taxes (as defined in Article 14) and are the sole responsibility of the Customer.

7. Credit Approval: Customer credit approval is required prior to any shipment. If SUPPLIER determines at any time that Customer's financial condition does not justify the extension of credit to Customer, then SUPPLIER may at its option require cash payments in advance or other satisfactory security prior to delivery.

8. Cancellation/Change Orders: Orders for standard Supplier Products may only be revised or canceled by Customer prior to the date of loading at the place of shipment, and only with SUPPLIER's prior consent. Orders for nonstandard or custom Supplier Products may only be revised or canceled by Customer prior to the commencement of production, and only with SUPPLIER's prior consent. Any product which SUPPLIER has the capability of producing but does not inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard Supplier Products or nonstandard or custom Supplier Products, shall be subject to a cancellation charge of 25% of the order price. If not cancelled as provided herein, Customer shall be liable for the full order price.

9. Onsite Service Cancellation: Onsite Service days may be included as line items in the above quotation. Onsite Service days are defined as any visit required by Lutron to the job site. The purpose of these visits includes but is not limited to; starting up the system, documenting the performance of the system, troubleshooting the system, coordinating with other trades and training. Scheduled Onsite Service days may be cancelled by the Customer within 2 business days of the scheduled visit date. Onsite Service days cancelled the day prior or the same day as the scheduled date of the visit are subject to a cancellation fee as described in the table below.

Service Cancellation fees

		USD	CAD
Onsite Service	1 business day prior, or day of service	\$ 500	\$ 550

10. Packaging/Shipping/Risk of Loss: Unless otherwise agreed by SUPPLIER in writing (i) SUPPLIER shall select the method of shipment and carrier, and (ii) costs for shipping shall be billed to Customer in accordance with the carrier's then current price list. Costs for special packaging and/or handling requested by Customer shall be the responsibility of Customer. The risk of loss, damage or shortage of SUPPLIER Products shall pass to Customer upon delivery to the carrier regardless of notice to Customer. SUPPLIER assumes no responsibility for insuring shipments unless specifically agreed to in writing by SUPPLIER, in which case the cost of insurance shall be for Customer's account.

11. Title: Title to the Supplier Products shall only pass to the Customer upon the occurrence of any one of the following events: (i) the Customer having paid to the SUPPLIER all sums (including any default interest, if applicable) due from it to the SUPPLIER under the applicable invoice between the SUPPLIER and the Customer and SUPPLIER having received such payment as defined in the these Terms, or (ii) the SUPPLIER serving on the Customer notice in writing specifying that title to the Supplier Product has passed. Until title to the Supplier Product has passed to the Customer as set forth herein, the Customer shall possess the Supplier Product as a fiduciary and bailee of the Seller. If the SUPPLIER so requires, Customer shall store the Supplier Product separately from other goods and shall ensure that they are clearly identifiable as belonging to the SUPPLIER. The SUPPLIER may recover Supplier Product in respect of which title has not passed to the Customer at any time and the Customer irrevocably licences the SUPPLIER, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of recovering goods in respect of which title has not passed to Customer or confirming that the Supplier Product is

12. Delivery: Quoted shipping and/or delivery dates are based on estimates at the time of order. SUPPLIER shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but SUPPLIER shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. Except as expressly provided otherwise herein, Customer agrees to purchase and pay for all material ordered as specified on SUPPLIER's invoice.

13. Claims for Loss, Damage or Shortage: Any claims for damage, loss or shortage should be filed by Customer with the respective transportation carrier in writing immediately upon receipt of the Supplier Products. In no event shall SUPPLIER be liable for damage or loss to a shipment caused by a carrier. If shortage exists with respect to any shipment and it is not concealed, Customer shall secure a notation of such shortage from the carrier on the freight bill or delivery receipt. If shortage is concealed, Customer must notify the carrier and SUPPLIER within 15 days. No claims for damage, loss or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt

14. Return of SUPPLIER PRODUCT: Customer may return new and unopened Supplier Product in accordance with Supplier's Returned Goods Policy in effect on the date each order is accepted and as authorized by Supplier on a Return Good Authorization, with the exception of non-standard, custom Products and metal wall plates which are not returnable. Customer will be charged a minimum restocking charge of 25% of the cost of the returned goods and shall be responsible for freight and duties to return the Supplier Product. SUPPLIER's Returned Goods Policy may be found in SUPPLIER's Price List as well as at <http://dims.lutron.com>. SUPPLIER reserves the right to amend its Returned Goods

15. Payment: All invoices, whether partial or in full, shall be due and payable in full by Customer pursuant to the terms set forth thereon. Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law, which interest charges shall accrue beginning on the invoice due date. If Customer (i) becomes insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that SUPPLIER determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Customer hereunder shall at SUPPLIER's option become immediately due and payable. ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SUPPLIER AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SUPPLIER'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SUPPLIER. Customer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Customer shall pay all amounts not in dispute. Customer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by SUPPLIER hereunder.

Customer shall make and remit any payments due SUPPLIER free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature ("Taxes") now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments and all interest, penalties or similar liabilities with respect thereto. If Customer or any other person is required by any law or regulation to make any deduction or withholding on account of any Taxes from any payment to the SUPPLIER due under this Agreement, Customer shall, together with such payment, pay such additional amount ("gross up") as to ensure that SUPPLIER receives full payment. Customer represents and warrants to SUPPLIER that the full amount of any such deductions or withholding shall be accurately and timely paid over to the relevant authorities and Customer shall promptly forward to SUPPLIER copies of official receipts or other evidence satisfactory to SUPPLIER regarding such payment. Customer shall also agree to fully indemnify and hold SUPPLIER harmless, and reimburse SUPPLIER upon its written request, for the amount of any Taxes so levied or imposed and paid by Notwithstanding the generality of the forgoing, Customer shall be responsible for any provincial, state or local tax (excluding taxes based on SUPPLIER'S income or profits) that results from the transfer of title or sale or delivery of the Products purchased hereunder unless a valid and correct tax exemption certificate is furnished to SUPPLIER prior to delivery.

16. SUPPLIER Obligations/Limitation of Liability: SUPPLIER PRODUCT DELIVERED HEREUNDER AND ALLEGED TO BE DEFECTIVE OR OTHERWISE OPENED AND THEN RETURNED TO CUSTOMER BY AN END-USER MAY BE RETURNED BY CUSTOMER TO SUPPLIER FOR A PERIOD UP TO ONE (1) YEAR FROM THE DATE OF SALE BY CUSTOMER TO END-USER. UPON RETURN OF SUPPLIER PRODUCT BY CUSTOMER, SUPPLIER MAY ELECT, AT ITS SOLE OPTION, TO RETURN THE CONSIDERATION PAID BY CUSTOMER TO SUPPLIER FOR SUCH RETURNED PRODUCT OR TO DELIVER CONFORMING PRODUCTS TO CUSTOMER. THE PRODUCT-SPECIFIC WRITTEN WARRANTIES PROVIDED IN OR WITH THE SUPPLIER PRODUCT ARE INTENDED EXCLUSIVELY FOR THE BENEFIT OF THE END-USER AND NOT CUSTOMER. **THE FOREGOING IS THE ONLY OBLIGATION OF SUPPLIER TO CUSTOMER RELATING TO DEFECTIVE PRODUCTS AND IS IN LIEU OF ALL OTHER OBLIGATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE**

17. Remedies of Customer: THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER FOR ANY BREACH OF CONTRACT CLAIM THAT SUPPLIER PRODUCTS DELIVERED DO NOT OTHERWISE CONFORM TO THE ACCEPTED ORDER SHALL BE EITHER THE RETURN OF CONSIDERATION PAID BY CUSTOMER TO SUPPLIER RELATED TO THE BREACH, OR UPON SUPPLIER'S ELECTION, THE DELIVERY OF CONFORMING SUPPLIER PRODUCTS TO CUSTOMER. WITH RESPECT TO SUPPLIER'S NONCOMPLIANCE WITH ANY OTHER OBLIGATION OF SUPPLIER HEREUNDER, THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER WILL BE AS SUPPLIER IN ITS DISCRETION WILL DETERMINE AS FOLLOWS: (1) SUPPLIER MAY ELECT TO CURE SUCH NONCOMPLIANCE WITHIN A REASONABLE PERIOD OF TIME, OR (2) IF SUPPLIER FAILS TO CURE SUCH NONCOMPLIANCE, CUSTOMER MAY RECOVER AN EQUITABLE AMOUNT NOT TO EXCEED SUCH CHARGES AS WERE PREVIOUSLY PAID TO SUPPLIER BY CUSTOMER RELATING TO THE BREACH. **CUSTOMER WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REMEDIES OF SPECIFIC PERFORMANCE AND REPLEVIN. ANY ACTION BROUGHT BY CUSTOMER IN CONNECTION WITH SUPPLIER'S PERFORMANCE HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUES OR IT WILL BE DEEMED WAIVED. SUPPLIER'S LIABILITY TO CUSTOMER, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED AMOUNTS PAID BY CUSTOMER TO SUPPLIER FOR THE SUPPLIER PRODUCTS INVOLVED, AND CUSTOMER RELEASES SUPPLIER FROM ALL CLAIMS AND LIABILITIES IN EXCESS OF THIS**

18. Excused Performance: SUPPLIER shall be under no liability for any failure to perform any of its obligations under these Terms or any contract if and to the extent that the failure is caused by reason of any cause outside the control of the SUPPLIER. Delivery suspended or not made by reason of force majeure shall be canceled without liability, but the Terms shall otherwise remain unaffected. SUPPLIER may allocate its available supply of Supplier Products or materials among itself and its customers in its sole discretion and without liability to Customer.



19. Compliance with Laws, Regulations & Orders: Customer warrants that it will comply at all times with all laws (including customs, import and export laws), ordinances, rules, requirements and regulations applicable to the Products and when requested, shall furnish evidence to SUPPLIER of such compliance, including without limitation U.S. laws and regulations relating to exports, export controls, and foreign corrupt practices. SUPPLIER hereby certifies that the Supplier Products sold hereunder that were produced in the United States were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

When SUPPLIER sells Products to Customers outside of the United States, Customer shall be responsible for obtaining any and all necessary import licenses, certificates of origin or other requested documents and for paying all applicable customs duties and levies, insurances, transportation costs as specified in the purchase order, Taxes and any other expenses in respect of the importation of the SUPPLIER Products into any country outside the United States. If required by SUPPLIER, all the corroborative documentation must be presented to SUPPLIER upon request.

20 Entire Agreement. The terms and conditions contained herein constitute the entire agreement between SUPPLIER and Customer and supersede any and all prior agreements, whether oral, written or implied. No modification of these terms and conditions shall be effective unless made in writing and executed by SUPPLIER.

21. General: This agreement shall not be assigned by Customer without the prior written consent of SUPPLIER, and any assignment made without such consent shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Customer hereby expressly consents to the exclusive jurisdiction of the Pennsylvania courts to settle any disputes arising from these terms or the sale of Supplier Product to Customer.

22. Lutron Electronics Canada Inc. may use third party services including Lutron Electronics Co., Inc. or Lutron Services Co. for delivery of service.