



ALL STAR AUTO LIGHTS

PURCHASE ORDER TERMS AND CONDITIONS

7/8/2022

- 1. DEFINITIONS AND EXPLANATION:** “Buyer” means All Star Auto Lights “Seller” means the party with whom Buyer is contracting. The term “Purchase Order” means Buyer’s Purchase Order, together with these Purchase Order Terms and Conditions on Buyer’s website at www.allstarautolights.com, and all other documents, exhibits, attachments or supplements specifically referenced on Buyer’s Purchase Order, in each case as amended or revised from time to time. Once accepted by Seller this Purchase Order shall constitute the entire agreement between Buyer and Seller for the sale and purchase of those Products, supplies, materials, equipment, articles, items, parts, components (“Products”) and/or those services (“Services”) of Seller, as described herein.

2. **ACCEPTANCE:** This Purchase Order constitutes Buyer's offer to Seller. Seller will be deemed to have accepted Buyer's offer and this Purchase Order in its entirety, without modification, upon the earliest of (a) Seller's acceptance via a formal written acknowledgment to Buyer, (b) Seller's delivery of any Products or performance of any Services that are the subject of this Purchase. Acceptance of this offer by Seller is expressly limited to and made conditional on Seller's acceptance of all of the terms and conditions set forth in this Purchase Order. This Purchase Order shall constitute the entire agreement between Buyer and Seller with respect to the Products and/or Services and supersedes all prior or contemporaneous agreements between Seller and Buyer, written or oral, with respect thereto. No terms or conditions contained in this Purchase Order may be added to, modified or superseded except by a written instrument of Buyer which is delivered to Seller by Buyer. In the event that any quotation, acknowledgement, confirmation, shipping notice, invoice or other form of Seller contains terms and conditions that are additional to or different from those set forth herein, this offer shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions by Buyer.
3. **PRICE:** Each price represents the total price for the manufacturing and delivery of Products under the Purchase Order. Seller may not adjust prices or invoice additional costs of any nature, except for raw material as specified in a separate agreement (usually quarterly adjustment tied to the LME index). Unless otherwise stated on the face of this Purchase Order, all prices herein include (a) all applicable federal, state, provincial and local taxes as may be assessed against Seller, and (b) the charges for insurance, import dues, packaging, freight, [tariff], transportation, handling and any other fee or expense relating to the provision of the Products or Services ordered. All state and federal excise, sales and use taxes shall be stated separately on invoices. No surcharges, premiums or other additional charges of any kind may be imposed upon Buyer unless expressly agreed to in writing by Buyer.
4. **DURATION:** Unless otherwise stated on the face of the Purchase Order, the duration of the Purchase Order is for one year from the date of Purchase Order, and it will automatically renew on a year-to-year basis unless Seller provides written notice of non-renewal at least six months before the anniversary date. For clarity, this means that Seller will always be obligated for at least six months and up to 18 months. Nothing in this Section affects Buyer's rights to terminate the Purchase Order in section 7. Upon the expiration or termination of any Purchase Order, Seller will cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer's sourcing of the Products to a replacement Seller.
5. **DELIVERY AND QUANTITY:** Time and quantity are of the essence in the performance of this Purchase Order. Deliveries shall be made strictly in accordance with both the quantities and times specified in this Purchase Order. If quantities and/or delivery schedules are not specified on this Purchase Order or if this Purchase Order is designated a "blanket purchase order", then it constitutes a requirements contract, and Seller shall deliver Products to Buyer (and Buyer shall only be responsible to purchase Products from Seller) in accordance with the firm quantities and at the times and locations specified on Buyer's delivery schedules issued in connection with this Purchase Order. Seller acknowledges that it bears the risk associated with lead times of raw materials and components if they are beyond those provided in this section. Unless expressly

identified as firm, all quantities and delivery dates in the Purchase Order, any Release, or any other document are estimates, are for planning purposes only, and Buyer has no obligation to Seller for them. Buyer shall not be required to accept or make payment for any Products delivered to Buyer that are in excess of the firm quantities specified in this Purchase Order or Buyer's delivery schedules. Buyer may return over-shipments to Seller at Seller's expense. Delivery must be made DDP unless otherwise stated on face of PO to Buyer and must include the return of packaging in circulation to Seller. Seller must notify Buyer immediately in writing if any delivery delays become apparent.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under the Purchase Order will be excused to the extent that Seller is unable to produce, sell, or deliver, or Buyer is unable to accept delivery, buy, or use, the Products, directly as the result of fires, floods, windstorms, explosions, riots, natural disasters, wars, and sabotage (excluding all labor issues) (collectively, a Force Majeure Event). Written notice of the Force Majeure Event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the Force Majeure Event occurs). During any Force Majeure Event affecting Seller's performance, Buyer may, at its option, purchase the Products from other sources and reduce its delivery schedules to Seller by those quantities, without liability to Seller, or require Seller to provide Products from other sources in quantities and at times requested by Buyer at the price in the Purchase Order. Seller will use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and, as promptly as possible, resume full performance under the Purchase Order. If requested by Buyer in writing, Seller will, within five days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from the event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide those adequate assurances, Buyer may immediately terminate the Purchase Order without liability to Seller.

7. **QUALITY AND COMPLIANCE WITH SPECIFICATION:** All Products, including prototype and production parts, delivered under the Purchase Order must strictly comply with the Specification. The Specification includes each drawing and written specification approved by Buyer. Buyer may revise or amend the Specification on its own initiative or at the request or suggestion of the Seller. If, during the course of production of any prototype, Seller develops any changes or improvements that it has verified are suitable for the intended purpose and required quality of the Products, Seller must inform Buyer of that change or improvement so that Buyer may consider amending the Specification accordingly. Seller must comply with the accepted state of the art, as well as the agreed Specification, the agreed quality, environmental, safety, and testing rules and regulations, and the agreed technical data. Any change of the Products or of materials, tools, or production processes (including the location of manufacture) requires the prior written consent of Buyer, and Seller acknowledges that it may often also require the prior written consent of Buyer's customer. Seller must review the Specification and notify Buyer immediately of any modifications that may be necessary. Buyer reserves the right to make, or require Seller to make, modifications to the Products, the Specification, or the production processes at any time. Seller will, within ten days of the date it is notified of a modification by Buyer, demonstrate the effects of the modification on the price and delivery date through a cost breakdown and other

appropriate documentation. If the modification requires any deviation in price or delivery date, Buyer and Seller will agree on an appropriate adjustment in writing.

- 8. WARRANTY AND WARRANTY CLAIMS:** Seller warrants that: (a) all Products conform to all applicable Specifications and other requirements for the Products; (b) all Products are free from any defect in design, workmanship, production, and material; (c) all Products are of merchantable quality; (d) it is aware of the particular purpose for which the Products will be used, and that all Products are fit for that particular purpose; and (e) it conveys good title to Buyer to all Products free and clear of all liens and encumbrances. These warranties are in addition to all other warranties provided by law. Defective Products are Products that fail to conform with any warranty in the Purchase Order. If Seller delivers Defective Products, Buyer, in its sole discretion, may: (A) request that Seller, at Seller's own risk and expense, rework the Defective Products or replace the Defective Products with Products that conform to the Purchase Order; or (B) if the Defective Products are already in the production process of Buyer, its customer, or its ultimate OEM end customer, at Seller's cost and expense, have the Defective Products replaced or reworked by Buyer, Buyer's customer, or a third party. If the Defective Products have already been installed in a product and delivered to Buyer's customer and Buyer does not receive the Defective Products from its customer for inspection, Seller will accept the determination of Buyer's customer, or Buyer's ultimate OEM end customer, or its agents or contractors (such as a dealer) as a reasonable determination that the Products are Defective Products. Seller must reimburse Buyer for all direct and indirect costs incurred by Buyer or charged to Buyer by its customer in connection with the delivery of a Defective Good (including costs for transport, examination, handling, sorting, dismantling, material, and work). The warranty period for delivered Products begins upon delivery of the Products and continues through the longest of: (A) 36 months after the initial registration of the end product (vehicle or machine) or, for Products for retrofitting purposes, from the assembly of the Buyer product; (B) the warranty period provided by applicable law; or (C) the warranty period offered by Buyer's customer to end-users for the Products installed on or as part of vehicles
- 9. TERMINATION FOR CONVENIENCE:** In addition to any other rights of Buyer to terminate this Purchase Order, Buyer may at its option immediately terminate all or any part of this Purchase Order, at any time and for any reason or no reason, by giving written notice to Seller. Upon receipt of such notice of termination, Seller, unless otherwise directed in writing by Buyer, shall (1) terminate immediately all work under this Purchase Order in accordance with such notice; (2) transfer title and deliver to Buyer the usable and merchantable finished Products, work in process, and parts and materials that Seller produced or acquired in accordance with the firm quantities specified in Buyer's delivery schedules as of the date of termination and which Seller cannot use in producing Products for itself or for others; (3) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest and (4) upon Buyer's request, cooperate with Buyer in effecting the re-sourcing of the Products and Services covered by this Purchase Order to an alternate supplier designated by Buyer. Upon termination, Buyer shall pay to Seller the following amounts without duplication: (a) the Purchase Order price for all Services and Products which have been completed in accordance and compliance with this Purchase Order and not previously paid for, and (b) Seller's actual costs of work-in-process, parts and materials

transferred to Buyer, to the extent such costs are reasonable in amount and properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Purchase Order. The foregoing amounts shall be Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination. Buyer will make no payments for finished Products, work-in-process, parts or materials fabricated or procured by Seller in amounts in excess of the firm quantities specified in Buyer's delivery schedules as of the date of termination, nor for any undelivered Products which are in Seller's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the total price to be paid by Buyer to Seller for the Services and Products which would be produced by Seller under this Purchase Order and based on the firm quantities specified in Buyer's delivery schedules as of the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges and other consequential or incidental damages from termination of this Purchase Order. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller

10. **TERMINATION FOR BREACH:** Buyer shall have the right to terminate all or any part of this Purchase Order without liability to Seller, if Seller (a) repudiates or breaches any of the terms of this Purchase Order, (b) fails to deliver Products or perform Services as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion and delivery of such Products and Services.
11. **NO TERMINATION RIGHT BY SELLER:** Except as set forth in this Section, Seller agrees that it does not have right to terminate or cancel all or any part of this Purchase Order. Seller may terminate this Purchase only for non-payment of invoices for Products or Services which are thirty (30) or more days past due and material in amount, and then only if (a) Seller first provides Buyer written notice specifying the amounts past due (including invoice numbers and dates) and Seller's intent to terminate this Purchase Order if the past due amount is not paid and (b) Buyer within thirty (30) days of such notice does not either pay the amount claimed to be unpaid or inform Seller that the amount is disputed by Buyer. Seller may not suspend performance under this Purchase Order for any reason
12. **DISCLOSURE OF INFORMATION AND RIGHTS OF USE:** Unless otherwise expressly agreed to in writing by Buyer, all information disclosed by Buyer to Seller or to which Seller otherwise obtains access during the course of performance of this Purchase Order, shall be maintained in confidence

by Seller and shall remain Buyer's property. Seller shall not disclose such information to third persons without the prior written consent of Buyer. Such information shall be used by Seller solely for purposes of performance of this Purchase Order.

13. **INSURANCE:** Seller must purchase and maintain comprehensive general liability insurance with extended product liability with coverage for assembly and disassembly costs and recall insurance of motor vehicles with an appropriate limit of indemnity, at least \$5,000,000 per occurrence. Seller must provide Buyer with evidence of this insurance, regarding both the objects of insurance coverage and the limits of indemnity, through an annual written confirmation of the insurer.
14. **LIABILITY:** Seller is liable to Buyer for any breach of the Purchase Order. Seller's liability includes Buyer's direct, indirect, incidental, and consequential damages, and any other damages or other remedies available under law or equity. Seller will reimburse Buyer for any attorney's fees, other professional fees, and court costs incurred by Buyer in connection with any breach of the Purchase Order by Seller or any action by Buyer to enforce its rights under the Purchase Order. Buyer is not liable to Seller for anticipated profits or for special, incidental, or consequential damages under any circumstances. Buyer's liability for a claim of any kind or for any loss arising out of or in connection with or resulting from each Purchase Order, the Products, or any other agreement between Buyer and Seller is limited to any amounts due Seller through a termination claim under section 9.
15. **MODIFICATION OF THESE TERMS:** Buyer may modify these Purchase Order Terms and Conditions by posting notice of such modified Purchase Order Terms and Conditions on Buyer's website at least thirty (30) days prior to the effective date of such modified Purchase Order Terms and Conditions.
16. **BUYER'S RIGHT TO SETOFF:** Buyer or its affiliates may set off any claim, whether due or not due, present or future, that it has or may have against Seller or its affiliates or to offset against any such claim that Seller or its affiliates may have against Buyer or its affiliates.
17. **GENERAL PROVISIONS:** If any provisions of the Purchase Order, any Release, these Terms, or any other related or incorporated documents is found invalid, the validity of the remaining documents and Terms will be unaffected. The parties will replace the invalid provision with a provision that comes as closely as possible in terms of economic results to the invalid provision. The Purchase Order, including these incorporated Terms, is governed by the laws of the state of Florida. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. Any conflict-of-laws or choice-of-law provisions or principles that would require application of the laws of a jurisdiction other than those of the state of Florida are excluded. Any action arising under or relating to a Purchase Order is subject to the exclusive jurisdiction of the state and federal courts sitting in Florida, without giving effect to any principles relating to conflicts or choice of law. These courts include Orange County Circuit Court and the United States

District Court for the Middle District of Florida. The parties consent to the jurisdiction of these courts, and Seller will stipulate to dismiss any lawsuit brought in any court other than these courts.