



## LUMIN SMART PANEL PURCHASE TERMS

**1. Installation; Removal.** Customer can contact [info@luminsmart.com](mailto:info@luminsmart.com) for installation or user support inquiries. Except as otherwise provided on the Cover Page: (a) Customer will be solely responsible, at its expense, for the installation of its Lumin Smart Panels; (b) each Lumin Smart Panel must be installed by a licensed electrician in accordance with the documentation and installation instructions provided by Lumin, and Customer will not permit any person other than a licensed electrician to install any Lumin Smart Panel; and (c) unless Customer obtains Lumin's prior written approval, Customer shall only install Lumin Smart Panels (or permit the installation thereof) within the residential home located at the Customer's address set forth on the Cover Page (the "*Customer's Home*"). If Customer moves, Customer may either (i) uninstall and remove the Lumin Smart Panel from the Customer's Home and, upon providing Lumin with prior written notice of Customer's new address where the Lumin Smart Panel will be installed, install the Lumin Smart Panel in Customer's new home or residence; provided that the removal and installation of the Lumin Smart Panel must be undertaken by a licensed electrician in accordance with the documentation and installation/removal instructions provided by Lumin; or (ii) leave the Lumin Smart Panel installed in Customer's Home, in which case, Customer shall notify the new owner or resident of Customer's Home of the installation of the Lumin Smart Panel and inform such new owner or resident to contact Lumin at the email address set forth above for information about using the Lumin Smart Panel and establishing an account with Lumin. If Customer does not own the Customer's Home (or any new home or residence where Customer installs a Lumin Smart Panel as permitted under this Section 1), Customer shall be solely responsible for obtaining all necessary approvals from the owner of Customer's Home (or such new home or residence) for the installation of the Lumin Smart Panel. **Lumin shall have no responsibility or liability to Customer or any third party for any loss or damage (including bodily injury and property damage) that is caused by or results from the installation or removal of any of Customer's Lumin Smart Panels and Customer forever releases Lumin and its agents from all such responsibility and liability.** Customer shall also indemnify and hold Lumin and its agents harmless from and against all loss, damages, liability and expenses, including reasonable attorney's fees and costs, which are incurred by Lumin or its agents in connection with any third-party claim which arises

out of or relates to Customer's installation or removal of any of its Lumin Smart Panels.

**2. Use Restrictions.** Customer understands that the Lumin System is still undergoing development and improvement. Customer acknowledges that the Lumin System may not function as intended or desired, that Lumin may remove, change, or add Lumin System features, and that access to the software and Internet-based features of the Lumin System may be interrupted from time to time. **Customer expressly agrees that it will not install or connect (or authorize or permit the installation or connection of) any Lumin Smart Panels to any electrical circuits, devices, or systems that (a) are mission-critical, (b) are used in or associated with any medical facilities or medical equipment, (c) are used in or associated with any devices, equipment, or systems that perform life-sustaining or life-saving functions, or (d) are used in or associated with any nuclear facilities.**

**3. Cancellation.** Lumin reserves the right to cancel the Order, in whole or in part, at any time and for any reason. If Lumin cancels the Order, Lumin will issue Customer (as Customer's sole remedy) a refund for all payments received by Lumin for the portions of such Order cancelled by Lumin.

**4. Price and Payment Terms.** Customer will purchase the Lumin Smart Panels from Lumin at the price set forth on the Cover Page. Except as otherwise set forth on the Cover Page, all prices are exclusive of shipping, handling, and all taxes and charges, which Customer shall pay. Customer shall pay for the cost of all ordered Lumin Smart Panels and other charges in advance and Lumin shall have no obligation to ship any Lumin Smart Panels to Customer until it has received all payments owed by Customer for the Lumin Smart Panels subject to the Order.

**5. Delivery.** Subject to availability, Lumin will ship each Lumin Smart Panel included within the Order within a reasonable period of time following the execution of this Agreement. Lumin will not be liable for any delays in manufacture or transit. Unless otherwise agreed in wiring by the parties, delivery of all Lumin Smart Panels (including any replacement Lumin Smart Panels) will be made FOB Delivery Point. The "*Delivery Point*" is Customer's address set forth on the Signature Page. Title to, and risk of loss of, each Lumin Smart Panel ordered by Customer passes to Customer upon delivery of such Lumin Smart Panel at the Delivery Point. Customer shall



inspect the ordered Lumin Smart Panels within three (3) business days following delivery and will be deemed to have accepted them unless it notifies Lumin in writing during such three (3) business day period that any of the delivered Lumin Smart Panels are broken or damaged and furnishes such evidence thereof as reasonably required by Lumin. Lumin will, in its sole discretion, and as Customer's sole remedy, either replace the broken or damaged Lumin Smart Panels, or credit or refund the purchase price paid by the Customer for such broken or damaged Lumin Smart Panels, together with any shipping costs paid by Customer. Customer shall return all damaged or broken Lumin Smart Panels to Lumin in accordance with instructions provided by Lumin.

**6. Returns.** Except for returns of damaged or broken Lumin Smart Panels which are reported to Lumin by Customer in accordance with the terms of Section 5 above, all sales of Lumin Smart Panels are final and Lumin does not accept returns of Lumin Smart Panels ordered by Customer. However, on a case-by-case basis, Lumin may make exceptions to this return policy. If Customer returns any Lumin Smart Panels to Lumin without Lumin's prior written authorization, Lumin shall have no obligation to accept such return or to credit or refund any amounts paid by Customer for such returned Lumin Smart Panels.

**7. Limited Warranty.** Lumin represents and warrants to Customer that each Lumin Smart Panel delivered by Lumin to Customer under this Agreement will be field certified by the Nationally Recognized Testing Laboratory (NRTL) and will have met the requirements of the National Electric Code. Lumin provides a limited warranty for each Lumin Smart Panel as set forth at <https://luminsmart.com/limitedwarranty> and incorporated herein by this reference.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW: (1) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY OTHER PERSON, FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE LUMIN SYSTEM, THE LUMIN SMART PANELS, OR THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) IN NO EVENT WILL EITHER PARTY'S

AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE LUMIN SYSTEM, THE LUMIN SMART PANELS, AND THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LUMIN BY CUSTOMER UNDER THIS AGREEMENT.

**9. General Provisions.** (a) neither party will be deemed in violation of this Agreement if it is prevented from performing any of its obligations under this Agreement (other than payment obligations) by reason of circumstances which are not within its reasonable control; (b) each party agrees that it will execute, acknowledge, and deliver all such further documents, and take such further action, as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement; (c) all notices provided in connection with this Agreement will be in writing and delivered to the parties at the mailing addresses or e-mail addresses set forth on the Cover Page. Each party will notify the other of any change of mailing address or e-mail address by written notice to the other party delivered as provided herein. Notices provided in connection with this Agreement will be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by facsimile, if confirmed; (iii) at 10:00am EST of the next day following transmission by e-mail; or (iv) seven (7) days after deposit with the U.S. Postal Service by registered or certified mail; (d) this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the applicable federal laws of the United States, without regards to the conflicts of law provisions of any jurisdiction; (e) all claims and disputes arising out of, or relating to, this Agreement, or the performance or non-performance by either party of any of its obligations hereunder will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Albemarle County, Virginia or Charlottesville, Virginia. Each party consents to the exclusive personal jurisdiction of and venue in any such court; (f) if any provision of this Agreement is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid, or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) this Agreement to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this Agreement that can be given



effect without the benefit of such provision will be given effect; (g) no waiver of any term or condition of this Agreement by any party will be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement; (h) neither this Agreement nor any of Customer's rights or obligations may be sold, transferred, delegated, subcontracted, or assigned by Customer without the prior written consent of Lumin. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives; (i) nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person other than Customer and Lumin; (j) this Agreement, together with the terms of the User Agreement, contains the entire agreement and understanding of the parties with respect to the transactions contemplated hereby; and this Agreement supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof; (k) this Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement. Executed PDF, electronic, and/or photographic copies of this Agreement will be deemed originals for all purposes; (l) this Agreement may only be amended in a writing which specifically states that it amends this Agreement and is signed by each party; and (m) the terms of this Agreement which expressly or by their nature survive the termination of this Agreement shall so survive, including without limitation, Sections 6, 7, 8, 9(d) and 9(e)