

C LIGHTING CORP.

TERMS AND CONDITIONS OF SALE

Version 3.2

Effective Date: January 01, 2026

These Terms and Conditions of Sale ("Terms") govern every quotation, order acknowledgement, sale and delivery of Goods or Services by C Lighting Corp ("Seller") to the buyer identified on the applicable quotation, order or invoice ("Buyer"). By placing an order, accepting delivery, paying an invoice, or registering an account with C Lighting Corp, Buyer accepts these Terms in full and any updated version of these Terms that may follow.

1. Definitions:

Goods. The lighting fixtures, lamps, drivers, controls, accessories or any other product/s supplied by Seller.

Services. Design assistance, specification, layout, programming, commissioning or other labor supplied by Seller, each only where separately quoted and purchased.

Order. Buyer's purchase order, sales order, or other written instruction to supply Goods or Services.

Acknowledgement. Seller's written confirmation of an Order.

Confirmed Order. An Order for which Buyer has signed Seller's sales order and has furnished its purchase order or other written authorization to proceed.

Release. Seller's instruction to a manufacturer to produce or ship Goods or Services against an Order.

Deposit. Any payment that Seller requires before Release, whether stated as a percentage of the price or as an amount.

Cancellation Charge. The charge payable to Seller under Section 4 when a Confirmed Order, or any part of one, is cancelled.

Freight. The carrier's charge to move Goods from the manufacturer or from Seller's supplier to Seller's facility or to the Buyer's noted address by Drop Shipment, and any accessorial charge levied by that carrier, including any tariffs.

Shipping. The charge to move Goods from Seller's facility to Buyer's designated destination, including handling, packing, palletizing and delivery.

Stocked Goods. Goods that Seller holds in its own inventory in the ordinary course.

Project Material. Goods brought in by Seller from a manufacturer specifically for an Order and not ordinarily stocked.

Engineered System. A lighting control system, or any other Goods or Services, for which Seller has prepared a design, layout, bill of materials or programming for the Order.

2. Quotations and Order Acceptance:

2.1 A quotation is an invitation to order and is not an offer capable of acceptance until Seller issues an Acknowledgement.

2.2 Unless the quotation states otherwise, a quotation is valid for fifteen (15) days from its date. Prices, availability and lead times quoted are subject to change until an Order is acknowledged.

2.3 Seller may decline any Order. An Order is accepted only on Seller's Acknowledgement, and acceptance is expressly conditioned on Buyer's assent to these Terms. Any additional or different terms in Buyer's purchase order or other documentation are rejected. Buyer's issuance of a purchase order, acceptance of Goods, payment, or other performance does not constitute Seller's assent to any such additional or different terms.

2.4 Quantities are supplied as ordered. Seller does not supply overage or attic stock unless it is quoted as a line item.

3. Prices, Taxes, and Surcharges:

3.1 Prices are those stated on the Acknowledgement.

3.2 Prices are exclusive of sales, use and excise taxes. Buyer is responsible for all such taxes unless Buyer has furnished Seller with a valid exemption certificate before invoicing.

3.3 Where a manufacturer imposes a price increase, tariff, duty or raw-material surcharge on Goods not yet released, Seller may pass that increase through on written notice. Buyer may not cancel an Order solely because of such increase, and Buyer remains responsible for the increased price unless Seller expressly agrees otherwise in writing. Seller is not obliged to release Goods to a Buyer who has not paid for them, and Seller may pursue all remedies available by law and under these Terms for Buyer's failure to pay or accept the Goods.

3.4 Any discount stated on a quotation or invoice is conditional on payment in accordance with Section 5 and is forfeited on default.

3.5 A price stated for a lot, package or group of Goods applies only to the purchase of that whole lot. Seller may at any time restate a lot price as separate prices for the Goods or groups of Goods within it; where the total price of the Order does not change, that restatement is not a change to the Order. Where Buyer purchases, or asks Seller to release, less than a whole lot, Seller may re-price the part or parts concerned.

4. Changes and Cancellation:

4.1 A change to an Acknowledged Order is effective only when Seller issues a written Change Order. Where a change affects the price, Seller will first quote it in writing, and the Change Order issues when Buyer approves that quotation in writing or electronically; until then the Order stands as Acknowledged. A change that does not affect the price may be recorded by Seller on the Order

without further approval. A change that removes Goods or Services from a Confirmed Order is considered a cancellation of those Goods or Services under this Section.

- 4.2 An Order or line that has been released to a manufacturer may not be cancelled except with Seller's written consent and the manufacturer's written consent, and is subject to the manufacturer's own cancellation and restocking charges, which the manufacturer sets for each item and are passed through to the Buyer at cost. Seller is not obliged to seek that consent. If the manufacturer does not consent, the Goods or Services are not cancelled and Buyer shall accept and pay for them in full.
- 4.3 Custom, made-to-order, special-finish and configured Goods are non-cancellable and non-returnable once released.
- 4.4 CANCELLATION BEFORE RELEASE. When an Order becomes a Confirmed Order, Seller begins work on it. That work includes estimating, design, submittals and project management, and securing pricing and production from its manufacturers. If Buyer cancels a Confirmed Order before Release, fails to proceed with it, or purchases the Goods or Services from another source, Buyer shall pay Seller a CANCELLATION CHARGE OF THIRTY-FIVE PERCENT (35%) of the total price of the Order. Sales tax, Freight and Shipping are excluded. Buyer acknowledges that Seller's loss from a cancellation is difficult to calculate, and agrees that the Cancellation Charge is a reasonable estimate of that loss.
- 4.5 PARTIAL CANCELLATION. Where only part of a Confirmed Order is cancelled or purchased from another source, the Cancellation Charge is calculated on the total price of the Order if the part cancelled includes an Engineered System, and otherwise on the price of the Goods cancelled. In either case Seller may re-price the Goods that remain on the Order.
- 4.6 CANCELLATION AFTER RELEASE. Where Goods are cancelled after Release with the consents required by Section 4.2, Buyer shall pay the manufacturer's charges under Section 4.2 and, in addition, Seller's Cancellation Charge on the price of the Goods cancelled, and any Deposit is retained under Section 5.10.
- 4.7 The Cancellation Charge, and any Deposit retained under Section 5.10, are liquidated damages and not a penalty. The parties agree that they are a reasonable estimate of Seller's loss, including its lost profit and the estimating, design, engineering, submittal and administrative work performed in reliance on the Order. The total of all amounts charged or retained under Sections 4.2 through 4.6 and 5.10 for any Goods shall not exceed the price of those Goods. Seller may reduce or waive a Cancellation Charge in any individual case, and a waiver in one case sets no precedent and does not waive the charge in any other.
- 4.8 A Cancellation Charge is invoiced on cancellation and is due on receipt. A cancellation under this Section is not a return under Section 15.

5. Payment Terms, Default and Service Charge:

- 5.1 Unless Seller has extended credit in writing, payment is due before release. Where credit has been extended, payment terms are net thirty (30) days from the date of invoice. Other terms apply only by written agreement.
- 5.2 Any amount not paid when due constitutes a DEFAULT immediately upon expiration of the applicable payment period, whether or not Seller has sent a separate default notice. For Buyers without an approved credit line, amounts are due before release. For Buyers with an approved credit line, amounts are due net thirty (30) days from the invoice date.
- 5.3 On default, Buyer shall pay interest on the unpaid balance at the lesser of (i) one and one-half percent (1.5%) compounded per month (eighteen percent (18%) per annum) and (ii) the maximum rate permitted by applicable law, accruing from the due date until paid in full.
- 5.4 On default, Seller may place the account on hold. While an account is on hold, Seller may withhold all further shipments, releases and will-call pickups on every Order, whether or not that Order is itself in default, until the account is brought current or Seller releases the hold in writing.
- 5.5 Buyer shall reimburse Seller for all costs of collection, including reasonable attorneys' fees and court costs. For a Residential Consumer, Seller's right to these costs is subject to Section 29 and applicable law.
- 5.6 Buyer may not set off, deduct or withhold any amount owed to Seller against any claim, back-charge or dispute. Buyer shall pay all undisputed amounts when due. Any dispute concerning an invoice or portion thereof must be made in writing within five (5) days after receipt, identifying the specific amount and basis of the dispute; failure to timely identify a dispute constitutes acceptance of the invoice for account-stated purposes to the extent permitted by law.
- 5.7 A payment returned unpaid by Buyer's bank carries a returned-payment fee of thirty-five dollars (\$35.00), or the maximum permitted by law, whichever is less.
- 5.8 All billing correspondence is directed to Billing@CLightCorp.com or 631.519.2984.
- 5.9 DEPOSITS. Seller may require a Deposit before Release of an Order or of any part of it. Where an Order is released in parts, Seller may require a Deposit for each part and may invoice each part separately. A Deposit is applied to the price of the Goods for which it was paid when those Goods are invoiced.
- 5.10 A DEPOSIT IS NON-REFUNDABLE. Seller releases Goods and Services to its manufacturers in reliance on the Deposit and is then bound to the manufacturer for them. If Buyer cancels the Goods or Services for which a Deposit was paid, fails to accept them, or defaults, Seller retains the Deposit as liquidated damages under Section 4.7. It is not refunded, and it is not credited against the manufacturer's charges under Section 4.2 or against any other amount Buyer owes.

6. Credit:

- 6.1 Any credit line is extended in Seller's sole discretion, is not a commitment to extend further credit, and may be reduced, suspended or withdrawn at any time on written notice.
- 6.2 Buyer shall furnish current financial information on Seller's reasonable request.

6.3 Where Seller has taken a personal guaranty, that guaranty is a separate instrument signed by the guarantor in an individual capacity and is not affected by any change in Buyer's corporate form or ownership.

7. Third-Party Contract Obligations:

7.1 Seller's right to payment is not contingent on Buyer's receipt of payment from any owner, general contractor or other third party. Any "pay-when-paid" or "pay-if-paid" provision in Buyer's own contract does not apply to amounts owed to Seller. To the fullest extent permitted by applicable law, Buyer shall not condition, delay, reduce or withhold payment to Seller based on Buyer's nonpayment by an owner, general contractor, construction manager, lender or other third party.

8. Delivery, Title and Risk of Loss:

8.1 All sales are F.O.B. Seller's shipping point. Title and risk of loss pass to Buyer on delivery of the Goods to the carrier.

8.2 Delivery dates are estimates. Seller is not liable for any delay in delivery or for any consequence of a delay.

8.3 Buyer shall inspect the Goods on delivery and shall note any shortage or visible damage on the carrier's delivery receipt before signing it. Buyer shall also notify Seller promptly of any shortage, damage or nonconformity discovered after delivery, subject to the notice requirements in Section 13 and applicable law.

9. Storage and Will-Call:

9.1 BUYER MUST SCHEDULE DELIVERY OR PICKUP WITHIN FIVE (5) DAYS of Seller notifying Buyer that Goods are ready or have been received. Seller's premises are not a warehouse for Buyer's material.

9.2 Goods not collected or delivered within SEVEN (7) DAYS of 9.1 notice may be stored by Seller at Buyer's risk. Seller may charge a reasonable storage and handling charge stated on the applicable notice or invoice, together with any actual third-party storage, handling, redelivery or accessorial costs incurred by Seller. Seller may invoice such Goods when they are ready whether or not they have been collected.

9.3 Will-call Goods are subject to Sections 9.1 and 9.2 on the same clock.

10. Freight and Shipping:

10.1 Freight and Shipping, as defined, are separate charges. They are separately quoted, separately shown on Seller's documents and separately invoiced. A charge for one is not a charge for the other, and neither is duplicative of the other.

10.2 Freight and Shipping quoted before release are estimates. Where the actual carrier charge differs, the difference is billed.

10.3 Special handling requested by Buyer such as; expedited service, liftgate, inside delivery, appointment delivery, limited-access delivery, residential delivery, or redelivery after a missed appointment is subject to additional costs.

11. Security Interest:

11.1 To the extent permitted by Article 9 of the Uniform Commercial Code, Buyer grants Seller a purchase-money security interest in the Goods supplied under each Order and in identifiable proceeds of those Goods until all amounts due for those Goods are paid in full. Buyer authorizes Seller to file financing statements and other UCC filings reasonably necessary to perfect and maintain Seller's security interest. Buyer shall execute and deliver any additional documents reasonably requested by Seller for that purpose.

11.2 Seller reserves all mechanic's lien and bond claim rights available to it under applicable law, and nothing in these Terms waives any of them.

11.3 Where Buyer is a contractor or subcontractor and the applicable transaction is subject to Article 3-A of the New York Lien Law, the parties acknowledge that applicable trust-fund obligations may apply to funds received in connection with the improvement. Nothing in these Terms waives or limits any trust, lien, payment-bond or other statutory right or remedy available to Seller.

12. Lead Times and Backorders:

12.1 Lead times quoted are the manufacturer's and are not guaranteed by the Seller.

12.2 Where part of an Order is available, Seller may ship what is available and backorder the remainder. Each shipment is a separate sale and is invoiced separately or in part-of.

13. Claims:

13.1 Buyer shall inspect the Goods within a reasonable time after delivery within that same day and shall note visible shortage or damage on the delivery receipt where reasonably possible. Buyer must notify Seller in writing within the same delivery day after discovering any shortage, damage, nonconformity or other breach. Buyer shall retain the carton and all packing material for inspection. SIGNING FOR A DELIVERY OR PICKUP IS ACCEPTANCE OF THE GOODS AS DELIVERED.

13.2 Seller may require Buyer to provide prompt written notice and all documentation reasonably necessary to support a freight claim of shortage, loss or damage in transit and must be filed within ten (10) days of delivery. Buyer acknowledges that carrier rules may impose shorter claim deadlines, and Seller has no responsibility for a claim that cannot be pursued because Buyer failed to provide timely notice or documentation. This Section does not shorten any non-waivable notice period or remedy provided by applicable law.

13.3 A shortage or mis-shipment must be reported in writing within a reasonable time after delivery or within five (5) business days.

13.4 A claim under this Section does not entitle Buyer to withhold payment on any invoice.

14. Warranty and Disclaimer:

- 14.1 Seller is a distributor. Goods carry the manufacturer's warranty and no other. Seller assigns to Buyer, to the extent assignable, whatever warranty the manufacturer provides, and will assist Buyer in presenting a warranty claim.
- 14.2 EXCEPT AS EXPRESSLY STATED IN SECTION 14.1, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THE DISCLAIMERS IN THIS SECTION ARE EXPRESS, CONSPICUOUS, AND INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 14.3 Labor to remove and reinstall Goods, and any cost of access, scaffolding or lift equipment, is not covered.

15. Returns:

- 15.1 ALL SALES ARE FINAL. A return is accepted as a courtesy, at Seller's discretion, and is not a right of Buyer. No return, cancellation or refund is permitted except as expressly provided in these Terms or required by applicable law.
- 15.2 No Goods may be returned without a Return Merchandise Authorization issued by Seller. Goods returned without one may be refused.
- 15.3 Goods must be returned in original, unopened, resalable packaging, complete, and must be current production. Goods that have been installed, energized, modified, cut, field-painted or relabeled are not returnable.
- 15.4 An accepted return is subject to a RESTOCKING FEE OF THIRTY-FIVE PERCENT (35%) of the sales price of the returned Goods. Where the manufacturer imposes a higher restocking charge, that charge applies instead. The restocking fee is shown as its own line on the credit memo. Seller may waive the fee in any individual case, and a waiver in one case sets no precedent and does not waive the fee in any other.
- 15.5 The minimum value for a return is one hundred dollars (\$100.00) at the price paid.
- 15.6 Freight and Shipping charges are not refundable, and return transportation is at Buyer's cost and risk.
- 15.7 STOCKED GOODS. A return of Stocked Goods is credited on receipt, inspection and acceptance by Seller, per piece. Pieces that fail inspection are denied and are not credited.
- 15.8 PROJECT MATERIAL. A return of Project Material is subject to the manufacturer's own return policy, and a refund or credit is NOT GUARANTEED. Seller will seek the manufacturer's authorization. No credit is issued to Buyer until the manufacturer has authorized the return AND Seller has received either the manufacturer's credit or a replacement. If the manufacturer declines the return, no credit is due to Buyer.
- 15.9 A return is credited to Buyer's account. A refund to a credit card or other original payment method is in Seller's sole discretion and as an accommodation only, and Buyer has no right to one.
- 15.10 Custom, made-to-order, special-finish, configured and non-current Goods are not returnable in any circumstance.
- 15.11 Seller may mark a quotation, order or invoice line as non-returnable. Such marking is optional, is for Buyer's information, and THE ABSENCE OF SUCH A MARKING DOES NOT MAKE OTHERWISE NON-RETURNABLE GOODS RETURNABLE.

16. Buyer's Responsibilities:

- 16.1 Buyer is responsible for the accuracy of quantities, part numbers, finishes, voltages, control protocols and dimensions on any Order, and for verifying them against the approved submittal before release.
- 16.2 Buyer is responsible for field conditions, ceiling construction, wiring, circuiting and code compliance. Buyer is also responsible for confirming that the selected Goods are appropriate for the intended application and site conditions.

17. Submittals:

- 17.1 Where Seller issues a submittal, Buyer or Buyer's design professional shall review, mark and return it. Goods are released against the returned submittal as marked. Unless Seller has expressly agreed in writing to provide engineering or professional design services, Seller's submittal review is limited to the scope stated in the quotation and is not a certification of field conditions, code compliance or the adequacy of the overall design. All design documentation must be reviewed and stamped by a licensed Architect or P.E.
- 17.2 Seller is not responsible for a discrepancy that an approved submittal would have revealed.
- 17.3 Seller may release an Order in parts as its submittals are approved. Goods whose submittal has not been returned approved are not released unless Buyer directs their release in writing. A release so directed is at Buyer's sole risk, and Buyer shall accept and pay for the Goods as released.
- 17.4 A change that the review of a submittal requires, including one made by a note on an approved submittal, is a change to the Order under Section 4.1 and may change the price, availability, and the lead time.

18. Installation, Programming and Commissioning:

- 18.1 Installation is not included in any sale of Goods.
- 18.2 Programming, scene creation, commissioning and client handoff are supplied only where separately quoted and purchased. Any programming or commissioning performed by Seller is limited to the equipment, control platform, scope, network conditions and information identified in Seller's quotation. Seller is not responsible for programming, configuration, troubleshooting or commissioning of customer-supplied, third-party-modified or out-of-scope equipment or networks unless separately agreed in writing.

19. Technical Assistance and Specifications:

- 19.1 Technical assistance, layouts and specification suggestions are given in good faith as an accommodation and are advisory only.
- 19.2 SELLER IS A DISTRIBUTOR PROVIDING DESIGN ASSISTANCE AND IS NOT AN ENGINEERING FIRM. Seller does not provide photometric calculations, engineered or stamped drawings, or energy-code compliance documentation. Buyer is responsible for obtaining such from a licensed engineer or architect. Seller's layouts, specifications, product selections and recommendations are not a substitute for the services of a licensed architect, engineer or other design professional.
- 19.3 Manufacturers change specifications without notice. A published specification is the manufacturer's and not Seller's.

20. Substitutions:

- 20.1 Where Buyer, or a contractor or supplier acting for Buyer, substitutes any fixture, lamp, driver or control device for one specified, Seller is not responsible for the performance, appearance, compatibility or dimming behaviour of the resulting installation.

21. Limitation of Liability:

- 21.1 SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY SALE IS LIMITED TO THE PURCHASE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. This limitation applies to all claims arising out of or relating to the Goods or Services, regardless of the legal theory asserted, except to the extent prohibited by applicable law.
- 21.2 SELLER IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, DELAY DAMAGES, LIQUIDATED DAMAGES OR THE COST OF REMOVAL AND REINSTALLATION, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF THEM.
- 21.3 Nothing in this Section limits liability that cannot be limited under applicable law. Nothing in these Terms is intended to indemnify Seller against liability for its own negligence in a manner prohibited by New York General Obligations Law Section 5-322.1.

22. Indemnity:

- 22.1 To the fullest extent permitted by applicable law, Buyer shall defend, indemnify and hold harmless Seller and its officers, employees and agents from third-party claims, damages, losses, liabilities, costs and reasonable attorneys' fees arising out of or resulting from Buyer's installation, use, storage, modification or resale of the Goods or Services, or Buyer's violation of applicable law.

23. Force Majeure:

- 23.1 Seller is not liable for any failure or delay caused by an event beyond its reasonable control, including manufacturer allocation, supply-chain interruption, labour dispute, transport failure, fire, flood, epidemic, act of government, tariff action or war.

24. Governing Law, Venue and Jury Waiver:

- 24.1 These Terms and every sale under them are governed by the laws of the State of New York, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 24.2 Any dispute arising out of or relating to these Terms shall be decided only in the state or federal courts located in SUFFOLK COUNTY, NEW YORK. Each party consents to the personal jurisdiction of those courts and to venue there. Each party waives any objection that those courts are an inconvenient forum.
- 24.3 EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS.
- 24.4 Any action against Seller must be commenced within one (1) year after the cause of action accrues. This contractual limitation period applies only to the extent permitted by applicable law and does not shorten any period that cannot lawfully be shortened. The parties intend this provision to be a written agreement prescribing a shorter period where New York law permits such agreement.

25. Notices:

- 25.1 Notice to Seller is effective when delivered in writing to Seller's address of record or to Billing@CLightCorp.com. Notice to Buyer is effective when sent to the address or email address on Buyer's account.

26. Severability, No Waiver, Assignment:

- 26.1 If any provision of these Terms is held unenforceable, the remainder stays in effect, and the unenforceable provision is modified to the least extent necessary to make it enforceable.
- 26.2 Seller's failure to enforce any provision is not a waiver of it.
- 26.3 Buyer may not assign an Order without Seller's written consent.

27. Entire Agreement:

- 27.1 These Terms, together with Seller's quotation, sales order, Acknowledgement, change orders and any signed credit agreement, are the entire agreement between the parties and supersede all prior understandings.

28. Electronic Acceptance and Signature:

- 28.1 Buyer may accept these Terms electronically, including by ticking an acceptance box on Seller's account registration page or by signing electronically through a link sent by Seller.

- 28.2 An electronic signature has the same effect as a handwritten one under the New York Electronic Signatures and Records Act and the federal E-SIGN Act.
- 28.3 Seller records, for each acceptance: the version number and effective date of the Terms accepted, a cryptographic hash of the exact document displayed, the name, title and email address of the person accepting, the date and time of acceptance, and the internet address from which it was made. That record is Seller's evidence of what was agreed and when.
- 28.4 Seller may amend these Terms by issuing and publishing a new version. A new version applies only to Orders accepted after its effective date and does not modify the Terms governing an earlier Order unless the parties expressly agree otherwise in a writing signed by both parties. The version in force when an Order is accepted governs that Order.

29. Residential and Consumer Transactions:

- 29.1 These Terms are intended to apply to both commercial/trade transactions and transactions with homeowners, residential consumers and other purchasers buying Goods or Services for personal, family or household purposes. The parties' rights and obligations are subject to any non-waivable rights or requirements imposed by applicable law.
- 29.2 For purposes of these Terms, a "Residential Consumer" means a natural person purchasing primarily for personal, family or household purposes. A contractor, builder, architect, designer, trade professional, business entity or other commercial purchaser remains a commercial/trade Buyer even if the Goods or Services are ultimately used in a residence.
- 29.3 Seller primarily sells to contractors and trade professionals and is not an installer or electrical contractor. Seller does not include installation of Goods unless installation is expressly stated in a separate written quotation. Where Seller provides design assistance, programming, commissioning or other Services for a Residential Consumer, those Services are included only to the extent expressly described and separately priced in the applicable quotation or Order.
- 29.4 Nothing in these Terms is intended to classify Seller as a home improvement contractor, or to waive any licensing, registration, contract-form, disclosure, cancellation, warranty or other requirement that applicable law imposes on a transaction. If a transaction is legally subject to New York General Business Law Article 36-A or another mandatory consumer-protection requirement, the parties' rights and obligations will be interpreted and administered in accordance with that law.
- 29.5 New York General Business Law §770 excludes from the statutory definition of "home improvement" the sale of goods by a seller that neither arranges to perform nor performs, directly or indirectly, work or labor in connection with installation or application of the goods. Seller intends to operate consistently with that distinction. However, the application of that exemption depends on the actual scope of the transaction and services provided; no provision of these Terms is intended to waive a mandatory legal requirement.
- 29.6 A Residential Consumer is responsible for confirming, before ordering, the intended location, dimensions, finish, voltage, lamp/LED characteristics, control method, mounting conditions and other product-selection requirements for the residence. Seller does not warrant that a fixture will fit a particular field condition.
- 29.7 Seller is not responsible for the acts or omissions of the electrician, installer, builder, architect, designer, network provider, controls contractor or other third party engaged by Buyer or by the owner. Seller does not control third-party installation, wiring, circuiting, network configuration, permitting, inspection, code compliance or workmanship.
- 29.8 Where a Residential Consumer supplies equipment, uses a third-party installer, changes wiring or network configuration, substitutes equipment, or permits a third party to modify a control system after Seller's work, Seller's obligations for programming, commissioning, troubleshooting and warranty administration are limited to the extent affected by that third-party action, except where applicable law provides otherwise.
- 29.9 Nothing in these Terms limits any warranty, remedy, cancellation right, disclosure right or other protection that applicable consumer law makes non-waivable. Any provision found unenforceable as applied to a Residential Consumer will be limited or severed only to the extent necessary, while the remainder of the Terms remains effective.
- 29.10 The parties intend the commercial/trade provisions of these Terms to remain fully applicable to contractors, builders, trade professionals and business entities purchasing Goods or Services for a residential project, unless a mandatory law applicable to that particular Buyer or transaction requires otherwise.
- 29.11 For a Residential Consumer, Sections 4.4 through 4.8, 5.9 and 5.10 apply only to the extent permitted by applicable law, and they do not limit any right to cancel that applicable law gives a Residential Consumer.

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