

RETAIL*(non-trade)

Terms, Conditions & Policies of Sale

1. **Purchase Agreement:** You the "Buyer" agree to be bound by the terms and conditions listed below. The Buyer and ILS Products, LLC "Seller" or "ILS Products, LLC", agree that the following are the exclusive terms governing the sales transaction between the Buyer and the Seller. Price, specifications, terms and offers are subject to change without notice. ILS Products, LLC is not responsible for typographical and/or image/photographic errors. Retail products are covered by the Warranties and Limitations set out below. Buyer pays return shipping charges for all RMA services. The seller reserves the right to refuse service to anyone. In addition the Sellers terms, conditions and policies of sale and policies are subject to change at any time without prior notice. Therefore please check these terms, conditions and policies carefully each time you place an order with, or accept delivery of any products from ILS Products, LLC
2. **Product Listings:** ILS Products, LLC strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, packaging, links and any other product-related information contained herein or referenced on our website. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our website is labeled with an incorrect price due to some typographical, informational, technical or other error, ILS Products, LLC shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other websites ILS Products, LLC has provided as resources to customers looking for additional information and/or professional opinion or those provided for authorized distributors, ILS Products, LLC does not assume responsibility for the claims and/or representations made on these or any other websites.
3. **Privacy:** ILS Products, LLC website "Globaliis.com" and any affiliated website including but not limited to "container lighting systems" and "ranch hand solar lighting" will not sell or release your personal information to anyone except as outlined in our privacy policy. All information received from our website will be used for processing purposes. We may offer limited use of your information to our staff for contact purposes only in the event of a product or safety recall. The only email you will receive from the Seller are related to orders, returns or if elected by the buyer, other offers.
4. **Safe Shopping:** The ILS Products, LLC Store is protected by ECWID and all Credit Card Processing is protected by STRIPE who has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. Stripe forces HTTPS for all services using TLS (SSL), Stripe regularly audit the details of their implementation, including the certificates, the certificate authorities and the ciphers they support. HSTS to ensure that browsers interact with Stripe only over HTTPS. All card numbers are encrypted at rest with AES-256. Decryption keys are stored on separate machines. None of Stripe's internal servers and daemons can obtain plaintext card numbers but can request that cards are sent to a service provider on a static allow list. Stripe's infrastructure for storing, decrypting, and transmitting card numbers runs in a separate hosting environment, and doesn't share any credentials with Stripe's primary services (API, website, etc.).
5. **Pricing:** Prices on the goods specified do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. Buyer agrees to pay the prices invoiced by the Seller. Taxes will be added to the invoice as a separate charge according the buyers shipping location and are paid by buyer. If an exemption from a tax is claimed, supporting documents must be furnished by buyer at time of order. Shipping will also be added to the invoice as a separate charge to be paid by the buyer.
6. **Shipping Costs:** Shipping costs are calculated via the shipping calculator provided at time of check out. Multiple shipping options are available for selection and will be added to the invoice at time of checkout.
7. **Online Terms of Payment.** All payments shall be due at time of order by valid credit card. An order is not binding on ILS Products, LLC until it is accepted and ILS Products, LLC must receive payment before it will accept the order.
8. **Back Orders:** Items that are unavailable will be placed on back order. You will be contacted of the back order status via email. We try to ship complete to keep shipping costs down. Additional shipping costs will be added to your order when split shipping. Back ordered items cannot be cancelled.

*retail definition – for personal use only not for resale

** poles are only warrantied for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect



RETAIL*(non-trade) Terms, Conditions & Policies of Sale

9. **Cancellations:** **NO ORDER CANCELLATIONS WILL BE ACCEPTED** for orders of regular Ranch Hand Solar Lighting System products (not including Pro Series Solar Lighting Systems), in production within the quoted time frame at time of purchase. Should order cancellation be accepted due to ILS Products LLC extending past the quoted lead time, a refund amount will be processed LESS original credit card merchant fees. ALL order cancellations must be submitted in writing to customerservice@rhsolarlighting.com or mailed to ILS Products, 1910 E Tom Green St., Brenham, TX 77833, with subject line ORDER CANCELLATION REQUEST, Receipt #, Name. No order cancellations will be accepted via phone call or text message. Order cancellation requests will be reviewed, and if accepted an email confirmation of cancellation and total amount being refunded will be sent to the email address on file. If you request to cancel an order that has already shipped it will be treated as a return subject to our return policy. Pro Series Solar Lighting Systems are considered special order items and are made to order – as such no order cancellations can be made for the Pro Series. Any Pro Series order placed with a payment plan—requiring an initial deposit of X% at the time of order and the remaining X% prior to shipment—is non-cancellable. If the order is cancelled for any reason, the deposit paid at the time of order placement will be forfeited to the seller to compensate for materials purchased and labor costs.

If you request to cancel an order that has already shipped under a free shipping offer, your refund will also be deducted the actual shipping fees incurred as stated in the product return policy and procedure, any order that has shipped with freight/shipping prepaid will not be refunded the freight/shipping fee. Refunds for order cancellations will be processed within 30 days from approved order cancellation notification. Any refunds will be issued via payment method preferred by ILS Products LLC.

Any wholesale, resale, trade or volume orders over \$2000 in value or more than 10 items are not eligible for return or order cancellation & are covered by Trade, Wholesale Distributor warranty only if applicable.

10. **Delivery, Title and Risk of Loss.** All shipments under the order are F.O.B./EXWORKS ILS PRODUCTS LLC'S warehouse, Brenham, TX and ILS will advise Customer of estimated shipping dates and all risk of loss shall pass to buyer at that time regardless of the method of shipment that may be elected by buyer. Shipping will be added as a separate charge on the invoice. To secure the payment of ILS PRODUCTS LLC'S invoice, buyer grants to ILS PRODUCTS LLC a security interest in all goods sold to buyer under the order, including all proceeds there from. Buyer authorizes ILS PRODUCTS LLC to perfect its security interest through a filing of a financing statement pursuant to the Uniform Commercial Code and shall reimburse ILS PRODUCTS LLC for any fees incurred in filing the financing statement which may be added by ILS PRODUCTS LLC to the amount of ILS PRODUCTS LLC'S invoice to buyer.
11. **Delays.** ILS PRODUCTS LLC will not be liable for any delay in the performance of its obligations under the order, or for any damages suffered by buyer due to such delay, if the delay is, directly or indirectly, caused by delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes, labor strike, shortage of materials, or any other cause beyond ILS PRODUCTS LLC'S control.
12. **Processing Time & Shipping Schedule:** Order will be processed within one to three "business" days, provided the items are in stock and there are no problems with the payment verification. ILS Products, LLC does not guarantee same day shipping. Orders will not be processed on weekends and holidays. ILS Products, LLC Shipping hours are M-F, 8am - 3 pm CST. Orders are processed during Shipping hours. Orders with standard shipping depart usually within 48 hours. Orders will be received by the consumer using standard shipping, normally within 7 – 10 business days excluding weekends, early closures and holidays. Please Note: Any delays in shipping by the carrier (UPS, FedEx, DHL, USPS) due to weather or any other circumstances is not the responsibility of ILS Products, LLC and shipping charges will not be refunded in the event shipping is delayed by the shipping carrier. Shipping times may vary depending on time of year, it is customer responsibility to verify current lead times prior to order placement.
13. **Order Status:** ILS Products, LLC will keep you informed of your order status via email. Tracking information when available will be emailed to you once your order has been processed to ship. You may also track your order status by emailing customerservice@rhsolarlighting.com.

*retail definition – for personal use only not for resale

** poles are only warrantied for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect

RETAIL*(non-trade)

Terms, Conditions & Policies of Sale

14. **Product Not Received:** If you do not receive your package according to the tracking information, please contact customerservice@rhsolarlighting.com within 15 days of expected delivery. On being notified of a missing package we will contact the carrier and file a missing package claim. The claim resolution can take up to 15 business days. Once package claim is closed the seller will either a) confirm with the buyer receipt of package b) refund the purchase or c) replace the package.
15. **Product Return Policy & Procedure:** Any wholesale, resale, trade or volume orders over \$2000 in value or more than 10 items are not eligible for return & are covered by Trade, Wholesale Distributor warranty only, if applicable.

All returns must be pre-authorized by ILS Products, LLC. Please contact ILS Products by email customerservice@rhsolarlighting.com to request return information. ILS Products, LLC., will issue the customer a pre-authorization email with return instructions which must be followed, or the return will be void and no refund will be issued. Seller shall accept returns of normal stock goods for a period of thirty (30) days following shipment delivery for exchange or refund of the purchase price less the shipping fees provided that Goods are in their original cartons, unopened and unused and a return has been authorized by Seller. Returns that include products that are used, opened, and/or not in their original packaging may be subject to a minimum 50% restocking fee or the return may be refused based on the condition of the returned material except for manufacturing defects. Applicable sales tax will be refunded where allowed by applicable law or statute. International Product returns are at the discretion of the seller and may incur additional costs as the seller deems necessary. International Refunds will not be issued prior to 60 days after Seller receives the returned goods and has inspected such goods to ensure they meet the fore mentioned terms.

Customer is solely responsible for shipping any returned product to ILS Products, LLC. Customers agree to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment.

Customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment.

Customer agrees that all returned products will be 100% complete, unused in re-saleable condition, and will include the original undamaged packaging material, manuals, and other accessories provided by the manufacturer. If any component of the returned product is missing, or if the product has been used, ILS Products, LLC's Return Procedure will be breached and ILS Products, LLC. may in its sole and absolute discretion, reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s). Return of an order that has shipped to you under a free shipping offer will result in the actual shipping charges incurred by ILS Products, LLC being charged against your return, any order shipped freight PREPAID, freight/shipping charges paid will NOT be included in the refund amount. ILS Products, LLC will not refund to the Customer the original shipping charges OR original merchant service fees charged by the credit card processing merchant. Any returns made after the 30-day return window will also incur a 50% restocking fee at the sole discretion of ILS Products LLC.

All returns are subject to an inbound inspection which may take up to 10 business days to inspect for damage or missing components upon receipt at our Brenham Texas facility. On completion of inspection an email will be sent to the customer outlining any fees as listed above as associated with the return and the total amount to be refunded to the customer. ILS Products, LLC will process the return payment within 30 days from the date of inspection of the returned goods to the Brenham Texas facility. International refunds will not be processed prior to 60 days from date of inspection. Please note that your banking institution may take up to 10 business days following refund to process the refund amount. Any refunds will be issued via the payment method preferred by ILS Products LLC.

NO RETURNS WILL BE ACCEPTED for lights being auto dusk to dawn in function or the customers' inability to operate the product(s). ALL Ranch Hand Solar Lighting Systems, except for the Pro Series Solar Lighting Systems and the OFF/ON model of the 1000w area light, are auto dusk to dawn lights. This information is clearly outlined in literature and online. Dusk to dawn lights come on at night (dusk) when they detect low surrounding light intensity and turn off when they detect increased light intensity from the rising of the sun (dawn) or other increased light from other sources. In addition, no returns will be accepted for lights which are functioning correctly per ILS Products LLC determination of light quality output. Pro Series Solar Lighting Systems are made to order and are considered a special-order item, as such, the Pro Series Systems are non-returnable, non-refundable and carry a no order

*retail definition – for personal use only not for resale

** poles are only warrantied for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect

RETAIL*(non-trade)
Terms, Conditions & Policies of Sale

cancellation policy. ILS Products' Ranch Hand Solar Lighting Systems are designed to be an affordable alternative to traditional wired lighting and should NOT be compared to wired lighting options for light output determination.

16. **Physical Damage.** Physical damage to any product purchased from ILS PRODUCTS, LLC will void our Return Policy & Warranty Coverage provided. Physical damage includes but is not limited to improper handling, installation and/or any other type of damage sustained by irregular use.
17. **Materials.** The order is conditional upon ILS PRODUCTS LLC'S ability to obtain the necessary raw materials at a reasonable price, and all shipments under the order are subject to any government regulations, orders, directives, and restrictions that may be in effect.
18. **Nonconforming Goods.** Buyer shall inspect all goods upon tender and delivery by ILS PRODUCTS LLC, and should any of the goods be nonconforming goods, buyer must notify ILS PRODUCTS LLC, in writing, within ten (10) days of ILS PRODUCTS LLC'S tender and delivery of the goods describing the nature of any nonconformity. ILS PRODUCTS LLC shall have the right and option to repair or replace any nonconforming goods. The failure of buyer to notify ILS PRODUCTS LLC in writing that the goods are nonconforming within ten (10) days of ILS PRODUCTS LLC'S tender and delivery of the goods shall constitute acceptance of the goods and buyer shall be liable to ILS PRODUCTS LLC for the total order price.
19. **Interpretation Responsibility; Product Use and Safety:** ILS PRODUCTS LLC does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying ILS PRODUCTS LLC's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that ILS PRODUCTS LLC's Goods will be accepted for any specific job. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING ILS PRODUCTS LLC SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.
20. **Limitations on Damages.** ILS PRODUCTS LLC, ITS SUBSIDIARIES, AFFILIATES, OR ITS EMPLOYEES SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT IMPROPER INSTALLATION, OPERATION, AND ABUSE OF ILS PRODUCTS LLC PRODUCTS. THE ENTIRE LIABILITY OF ILS PRODUCTS LLC FOR INCIDENTAL DAMAGES RELATED TO WARRANTY FAILURES THAT ARE ATTRIBUTABLE SOLELY TO PRODUCT DEFICIENCIES WILL NOT EXCEED \$100.00 PER INSTANCE. NEITHER, UNDER ANY CIRCUMSTANCES, SHALL ILS PRODUCTS, ITS SUBSIDIARIES, AFFILIATES OR ITS EMPLOYEES BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. ILS PRODUCTS, LLC, ITS SUBSIDIARIES, AFFILIATES OR ITS EMPLOYEES SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT ILS PRODUCTS, LLC HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.
21. **Warranties** All ILS Products LLC Solar Area Lights, Corner Casting Adapter, Brackets (excluding nuts, bolts, washers), and poles** are warranted by ILS PRODUCTS LLC to be free from defects in material and workmanship for One (1) year from the date of shipment. All packages must be opened by the customer within 14 days of receipt to check for damage occurring during transit for warranty to be applicable as follows: THIS WARRANTY DOES NOT APPLY TO EQUIPMENT OR GOODS WHICH ARE MISUSED, OR ABUSED, OR DAMAGED FROM INSTALLATION, OR NOT USED IN ACCORDANCE WITH ILS PRODUCTS LLC'S INSTRUCTIONS. NORMAL WEAR OF EQUIPMENT OR GOODS IS NOT INCLUDED IN THIS WARRANTY. ACTS OF GOD IS NOT INCLUDED WITH THIS WARRANTY. ILS PRODUCTS LLC'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO EITHER

*retail definition – for personal use only not for resale

** poles are only warranted for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect



RETAIL*(non-trade) Terms, Conditions & Policies of Sale

REPLACING OR REPAIRING WITHOUT CHARGE, AT ITS FACTORY OR ELSEWHERE AT ITS DISCRETION, ANY EQUIPMENT OR GOODS NOT MEETING THIS WARRANTY, OR AT ILS PRODUCTS LLC'S OPTION, REFUNDING THE PURCHASE PRICE. ILS PRODUCTS LLC SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DIRECT OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS CONTRACT OR OTHERWISE. ILS PRODUCTS LLC makes no warranty about the actual grade of steel or its material components other than the representations made to ILS PRODUCTS LLC from its suppliers. ILS PRODUCTS LLC will use its best efforts to ensure that all products are inspected for open and obvious defects including dents, severe pitting, malformations or alterations and will avoid use of such material. **For OFF/ON only solar lighting options (no auto dusk to dawn feature) customers MUST maintain their solar lights by regularly cycling the internal batteries per the recommended schedule found on the Installation Guide for that specific product. No warranty replacements shall be approved for lights which were not maintained according to the instructions provided on the installation guide**

21.a Warranty Procedure: Customers who have a warranty claim will need to either provide photo or video evidence of defect or malfunction for ILS Products warranty records to our warranty department.

Email: warranty@rhsolarlighting.com with proof of purchase, video or photo of malfunction/malfunction defect, order number (found on proof of purchase) name and address the items were originally shipped to. Customers may also send warranty items back to ILS Products for repairs or replacement. ILS Products will review or inspect warranty claim items within 10 days. If no warranty covered issue is found, warranty claim will be denied and items will be returned to customer at customers cost. If an issue is found, customer will receive replacement item(s) with tracking information and a return label (if applicable) for return of defective item(s). For non-special order Ranch Hand Solar Lighting products approved warranty replacement parts may take up to 3 weeks to ship from our factory, for special order Ranch Hand Solar Lighting Systems (e.g. Pro Series) approved warranty replacement parts may take up to 45 business days to ship from our factory. Should a delay occur in the warranty replacement process customers will be notified via email.

22. **Special and/or Custom orders.** Products manufactured or assembled by ILS PRODUCTS LLC to meet buyer's particular specifications or requirements: the buyer shall indemnify and hold ILS PRODUCTS LLC harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by ILS PRODUCTS LLC there from. Any ILS PRODUCTS LLC UL/CSA certifications do not apply to special / custom products made for any buyer.
23. **Exports:** If Goods are sold for export, ILS PRODUCTS LLC's standard Personal Use Purchase terms & condition for payment apply. Acceptance of international orders is not valid unless confirmed in writing by ILS PRODUCTS LLC. Buyer, NOT ILS PRODUCTS LLC, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name ILS PRODUCTS LLC as shipper or exporter of record in connection with the export of any Goods purchased from ILS PRODUCTS LLC
24. **Anti-Money Laundering Restrictions:** ILS PRODUCTS LLC rejects questionable orders and payments: Except for pre-approved credit arrangements, ILS PRODUCTS LLC rejects third-party payments, cashiers' checks, money orders and bank drafts.
25. **Law and Procedure.** The order, this Agreement and the transaction described therein shall be subject to, construed under and enforced according to the laws of the State of Texas. ANY ACTION IN REGARD TO OR ARISING OUT OF THE TERMS AND CONDITIONS HEREOF SHALL BE INSTITUTED AND LITIGATED IN THE COURTS OF THE STATE OF TEXAS AND NO OTHER. IN ACCORDANCE HERewith, THE UNDERSIGNED HEREBY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS WITHIN THE COUNTY OF HARRIS, STATE OF TEXAS. BUYER AND ILS PRODUCTS LLC HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE ORDER, THIS AGREEMENT OR THE TRANSACTION DESCRIBED THEREIN.
26. **Remedies.** In the event that buyer is in default or otherwise breaches the order or this Agreement, ILS PRODUCTS LLC shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total order price, as well as its costs of enforcing the order, including, without limitation, its attorneys' fees. In the event that ILS

*retail definition – for personal use only not for resale

** poles are only warranted for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect

RETAIL*(non-trade) Terms, Conditions & Policies of Sale

PRODUCTS LLC is in default or otherwise breaches the order, the liability of ILS PRODUCTS LLC to buyer for such breach or default shall be limited to the replacement value of the goods under the order which is the sole and exclusive remedy of buyer for any such breach or default.

27. **Entire Agreement.** This Agreement is intended by the parties as a final expression of the terms and conditions of the order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.
28. **Waiver.** ILS PRODUCTS LLC shall not be deemed to have waived any rights under this Agreement or the order unless such waiver is given in writing and signed by ILS PRODUCTS LLC. No delay or omission on the part of ILS PRODUCTS LLC in exercising any right shall operate as a waiver of such right or any other right. A waiver by ILS PRODUCTS LLC of a provision of this Agreement or the order shall not prejudice or constitute a waiver of ILS PRODUCTS LLC'S right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the order. Neither prior waiver by ILS PRODUCTS LLC nor any course of dealing between buyer and ILS PRODUCTS LLC shall constitute a waiver of any of ILS PRODUCTS LLC'S rights or of any of buyer's obligations as to any future transactions. Whenever the consent of ILS PRODUCTS LLC is required under this Agreement or the order, the granting of such consent by ILS PRODUCTS LLC in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of buyer.
29. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when a record has been actually delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.
30. **Interest and Fees.** In the event of any dispute arising out of the order, this Agreement or the transaction described therein, in addition to an award of damages, the ILS PRODUCTS LLC shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of 1 ½% per month, (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.

PRIVACY POLICY

General Policy

For the purposes of this Privacy Policy the terms "we", "us" or "the Company" shall mean ILS Products LLC, affiliates or business units which receive confidential information which may include but not limited to ILS Products LLC, any of its subsidiaries, or divisions including but not limited to

(i) ILS Products LLC ii) globalils.com iii) CDF by ILS Products LLC, which are collectively referred to as "we", "us" or "the Company". This policy describes the information that the Company may collect about visitors to our website, web application, or mobile application, if applicable (collectively the "Website") or about our customers, prospective customers and prospective employees, how we use that information and how we protect that information. It also discusses certain choices you have regarding your personally identifiable information. By using our Website or otherwise submitting information to Company (as defined below), you consent to the following terms, as they may be amended from time to time.

Information We Collect. Online: You may visit our Website anonymously. We collect your Internet Protocol address, but this information generally does not reveal your identity. The data that we regularly collect about visitors to our Website (e.g., browser type, pages accessed, duration of visit, etc.) does not enable us to identify you. We use cookies, small files that are sent to your browser and stored on your hard drive, to identify you as a unique user on our Website. Our use of cookies is

*retail definition – for personal use only not for resale

** poles are only warrantied for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect



RETAIL*(non-trade) Terms, Conditions & Policies of Sale

explained in more detail below. We collect personally identifiable information about you only if you voluntarily provide it to us by requesting information, products or services from us.

Offline: We collect information that you provide us to set up an account or otherwise form a customer relationship with Company or to consider you for a job with Company. Once an account is opened or customer relationship is formed, we may collect information about your purchasing and payment history.

Mobile: If you opt to do so, we collect your GPS location from your mobile device to help you find the nearest branch to your current location.

Information You Provide. Online: When you visit our Website, you may provide personally identifiable information in order to purchase products or take advantage of services or job opportunities offered through our Website. For example, you might provide your name, address, telephone and fax numbers, and email address. We collect and store that information. You may always choose not to provide the information we request. However, you may then be unable to take advantage of the features and services we offer on the Company Website.

Offline: When you sign up for an account or otherwise do business with the Company, you may provide personally identifiable information of yourself, if an individual or sole proprietor, or the company officers or contact persons, in addition to company information, if a company. We may use that information to obtain a credit, D&B or similar report or otherwise evaluate your eligibility for an account.

Information from Other Sources. From time to time we may purchase or otherwise acquire information about you from other sources and add it to our database, including without limitation updated delivery and address information.

How We Use Information. If you choose to provide us with personally identifiable information, we will use that information to respond to your inquiry or process your order or application. We may provide this information to third parties if we believe in our discretion it would be helpful in responding to you, or if this information is necessary for the third party to do their job (see "Third Party Service Providers," below). If, in the future, we merge with or are acquired by another company, or change our structure, we may transfer your personally identifiable information to the surviving or acquiring entity. We will also disclose your personally identifiable information if we believe in good faith we are required to do so (a) by law or to comply with the law or legal process; (b) to protect and defend our rights or property or the rights or property of our clients; or (c) in an emergency to protect the personal safety of our employees, clients, visitors or the public.

No Sale of Personally Identifiable Information. The Company will not sell your personally identifiable information to others except in connection with the sale of Company or the assets of Company.

Third Party Service Providers. The Company may from time to time engage others ("Third- Party Providers") to provide online and offline services to the Company, to you, to other clients or to visitors to our Website. For example, we may engage other companies to host, and maintain our Website, analyze data, provide marketing assistance, perform inventories or assessments, and provide credit information, background checks and other services. We will give them access to your personally identifiable information to the extent necessary to do their jobs. We cannot and do not guarantee that those companies will protect your personally identifiable information.

Links to Other Websites. When you visit our Website, you may be directed to websites of Third-Party Providers and to other websites that are beyond our control ("Third-Party Websites"). There may be links to Third-Party Websites from our Website that may take you outside our service. We believe that this is one of the strengths of our Website. For example, if you "click" on a product link or Third-Party Provider link, that "click" may take you from our Website to that Third-Party Website. If you choose to visit a Third-Party Website you should understand that the Third party's privacy policy, not this Privacy Policy, will govern your activities and any information you disclose while visiting that Third-Party Website. Third Party Websites may not have privacy policies or may have privacy policies that are not as protective of your personally identifiable information as the Company's Privacy Policy. Third Party Websites may collect data, solicit personally identifiable information, or send cookies to visitors.

We strongly recommend that you review and understand the privacy policies of the Third-Party Websites you visit, whether you visit Third Party Websites directly or through a link from a page on our Website.

*retail definition – for personal use only not for resale

** poles are only warranted for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect

RETAIL*(non-trade)

Terms, Conditions & Policies of Sale

Email. From time to time, we may send email messages to some or all of our registered users or customers. We may use a bulk email service to distribute that information. If you do not want to receive such emails, please indicate that preference by contacting us at sales@globaliis.com. We will endeavor to remove your email from the bulk database within 7 days from receiving your preference.

Online Live Chat/ Mobile Application. Our Website may offer you the opportunity to chat online with a support representative. In order to use this service, you will provide us with, at a minimum, your name and email address. The Company cannot guarantee the security or privacy of this information.

Cookies. Our Website may automatically send a "cookie" to your computer. A cookie identifies you as a unique user. It stores personal preferences and user data. Cookies do not identify you by name. Company uses cookies to store preferences and user data. You may have your browser disable cookies; however, some services provided by our Website may not function properly if you disable cookies.

Security. The Company uses encryption software in our Website to safeguard certain of your personally identifiable information while that information is transmitted over the Internet, including information you provide upon ordering or purchasing products from our Website. While using our Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer.

Policy Changes. Company reserves the right to change this Privacy Policy at any time. We will post any revisions to this Privacy Policy on our Website. Please review the Privacy Policy on our Website or e-mail us at enquiries@globaliis.com. Your use of our Website or any of our offline services will be subject to our Privacy Policy in effect at that time.

Policy Regarding Children. This Website is for people 18 years of age and older. If you are under 18 years of age, please do not submit any information to Company without the consent of a parent or guardian. Company does not intentionally collect any information about children

Disputes Regarding Use of Personally Identifiable Information. Any claim, dispute or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present or future) against the Company, its agents, employees, affiliates, successors and assigns, relating to this Privacy Policy will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you and the Company. The arbitration will be conducted in Houston, Texas, or by telephone or online, as determined by the arbitrator. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If any claim, dispute or controversy is not subject to binding arbitration, you agree that the exclusive jurisdiction for that claim, dispute or controversy will be the state and federal courts located in Houston, Texas, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Houston, Texas is an inconvenient forum.

Limitation of Liability. ILS PRODUCTS, LLC IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR PHYSICAL/EMOTIONAL DISTRESS DAMAGES. IN NO EVENT WILL ILS PRODUCTS LLC LIABILITY FOR DIRECT DAMAGES EXCEED \$50.

Miscellaneous. Our policy does not extend to anything that is beyond our reasonable control, including but not limited to potential insecurities inherent in the operation of the Internet. ILS Products LLC uses reasonable precautions to keep your personally identifiable information secure, whether it was collected online or offline. However, ILS Products LLC is not responsible for any breach of security or for the actions of any third parties. If you at any time have questions about this Privacy Policy, please send your question via email to enquiries@globaliis.com.

*retail definition – for personal use only not for resale

** poles are only warranted for PRO Series systems IF installed by a certified ILS Products installation company and are not found to have a manufacturer defect