

- 1. General:** These General Terms and Conditions of Sale (the "Terms") apply to the sale of all products ("Products") sold by LightArt ("LightArt" or "Seller") to the party purchasing such Products ("Buyer"). All quotations issued by Seller and all orders placed by Buyer are subject only to these Terms, to the exclusion of any other terms, whether in verbal, written or other form. The buyer's acceptance of the provisions of LightArt's Terms and Conditions as recited herein shall be conclusively presumed on Buyer's placement of order with Seller or Seller's appointed Sales Agencies.
- 2. Offers/Orders:** All orders must include a formal Purchase Order (PO) from Buyer. All offers made in any form remain non-obligatory. No contract for the sale of Products shall be binding on Seller until confirmed in writing to Buyer, and any order of Buyer shall only become binding on Seller once confirmed in writing by Seller. In no event will verbal promises or arrangements made by or with Seller's personnel or representatives bind Seller unless confirmed in writing by Seller. All orders are considered custom and are non-cancelable and non-refundable.
- 3. Terms of Payment:** Invoice payment terms are Net 30 days from the Invoice Date – pending prior credit approval. LightArt does not ship orders COD. A service charge of 1.5% per month (or if such rate exceeds the maximum lawful rate, then such maximum lawful rate) shall be assessed on all past due payments. All open accounts past due by 30 days or more shall be termed as pre-paid accounts. Should it become necessary for Seller to institute formal collection proceedings to collect any past due amounts from the Buyer, Seller shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Seller reserves the right to defer delivery or cancel the order for nonpayment. In the event that Buyer enters dissolution or bankruptcy proceedings (whether voluntary or involuntary), or if liquidation proceedings are commenced against Buyer, all amounts due by Buyer to Seller shall immediately become due and Seller may elect to cancel any outstanding orders.
- 4. Price:** Prices are in US dollars. Prices subject to change without notice. Written quotations are valid for 30 days from date of quotation from Seller. In the event of a price increase, all accepted orders that have been confirmed by Seller will be shipped at the original prices. Prices are exclusive of sales, use, excise, or similar taxes unless otherwise noted. Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. All additional administrative costs such as, by way of illustration, obtaining certificates of origin or similar documents, are at Buyer's cost.
- 5. Freight:** Freight is prepaid and allowed on all shipments of products for orders over \$5,000.00 USD, excluding freight, overage, or fees, to all points in the contiguous United States (lower 48 states) and Canada. For orders over \$5,000.00 outside the contiguous United States and Canada, buyer will pay for freight. For orders less than \$5,000.00, shipping and handling costs will be billed to the Buyer. All shipments will be made ground freight via carrier selected by the Seller; however, special instructions will be followed if Buyer assumes transportation charges. Cartage or accessorial charges and detention or demurrage charges are not allowed and will be billed to the Buyer. If expedited freight or delivery is requested and/or required by Buyer, all expediting costs will be billed to and are the responsibility of Buyer, unless otherwise agreed to and authorized by Seller in writing. Seller shall not be responsible for

6. Product Quality:

a. Final Products. Due to dye lot variations and the nature of the manufacturing process, dye lots, gauges and textures may vary slightly between samples and the Products actually delivered. Seller warrants that the Products will be substantially similar to those samples provided to its customers but cannot guarantee exact replicas.

b. Natural Variations. 3form organic interlayers are natural products which may vary in size and Seller cannot guarantee that they will not change over time. Products which include natural or irregular 3-dimensional inserts will be subject to (a) variations in patterns from sheet to sheet, (b) variation in density and layout across a single sheet, and (c) surface imperfections, including but not limited to, dips, shiny spots and inconsistent texture.

7. Liability:

a. Seller is not liable for any third party design, engineering or installation services or products, including, without limitation, any building wall system into which the Products are incorporated. SELLER WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF CUSTOMER OR ANY THIRD PARTY IN ANY WAY RELATING TO ANY PRODUCT. Notwithstanding anything to the contrary contained herein, any written warranty separately issued by Seller for the Products shall be incorporated herein as if a part of the terms hereof.

b. Design Advice. SELLER MAY PROVIDE APPLICATION ASSISTANCE, DESIGN ADVICE AND/OR RELIABILITY OR PERFORMANCE DATA IN CONNECTION WITH YOUR PURCHASE OF THE PRODUCTS. PROVIDING ANY OF THESE ITEMS SHALL NOT EXPAND OR OTHERWISE AFFECT ANY WARRANTY ISSUED BY SELLER AND NO OBLIGATION OR LIABILITY SHALL ARISE FROM SELLER'S PROVISION THEREOF.

c. Handling. Customer is aware that a forklift with long tine forks is required for the safe unloading of the shipment and acknowledges that failure to use the same may void any applicable product warranty.

8. Risk of Loss and Title: Products will be shipped F.O.B. Salt Lake City, Utah, with all risk of loss for the Products passing to customer upon delivery to shipper; provided however, that products held by Seller as a result of customer's inability or refusal to make payment, provide shipping instructions or accept delivery will be held at customer's risk, cost and expense. Customer assumes all of the obligations and risks of an absolute owner and agrees to indemnify and hold harmless Seller from any and all loss or damage or claim for loss or damage to persons or properties caused by reasons of the use or possession of the Products

9. Delivery: Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Customer change orders may affect delivery times and project completion dates. [Seller may make delivery installments, separately invoiced and payable without regard to subsequent deliveries. Delay in delivery of any installments will not relieve customer of its obligations to accept the initial or any remaining installments.] If shipments are delayed by customer, either due to nonpayment, failure to receive shipping instructions or delays in providing needed information or approvals, a fee equal to the greater of \$10 per day or 0.0333% of the order value per day (but not less than \$50) shall begin accruing five days past the date on which Seller is prepared to ship Product or in the case of delays caused by customer's failure to provide needed information or approvals, thirty days past the original estimated delivery date provided to customer by Seller. Shipment shall not be made until any such charges are paid in full.

10. Risk of Loss and Title: Products will be shipped F.O.B. Salt Lake City, Utah, with all risk of loss for the Products passing to customer upon delivery to shipper; provided however, that products held by Seller as a result of customer's inability or refusal to make payment, provide shipping instructions or accept delivery will be held at customer's risk, cost and expense. Customer assumes all of the obligations and risks of an absolute owner and agrees to indemnify and hold harmless Seller from any and all loss or damage or claim for loss or damage to persons or properties caused by reasons of the use or possession of the Products.

11. Inspection: Customer shall inspect the Products at delivery and note any damage on the delivery receipt. Customer shall notify Seller of any damage, defects or discrepancies within twenty-four (24) hours of receipt of the Products and shall include in such notice pictures of the shipment prior to unpacking and documentation of any damage to individual pieces. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery.

12. Cancellation: Unless otherwise agreed in writing by Seller, Buyer shall not be entitled to change or cancel orders for Products that have been accepted by Seller in writing. In the event Seller agrees to cancel an open order, a fee of 50% of the invoice price will be assessed. Seller may increase or reduce this amount to reflect actual sunk costs at their discretion. Postponement of orders by Buyer shall only be allowed with the prior written approval of Seller and may be subject to cancellation or handling and storage fees beyond 30 days.

13. Product Returns: All sales are final upon shipping. No product will be accepted for return.

14. Force Majeure: Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any Product or for any damages or losses suffered by customer or any third party which are caused by, or in any manner arises from, directly or indirectly, in whole or in part, any federal, provincial or municipal action, statute, ordinance or regulation, labor disturbances, embargos, storms, fires, explosions, acts of God or public enemies, inability to obtain products from a suppliers, accidents or breakdown to, or mechanical failure of, machinery or equipment, delays or interruptions in transportation, or any other causes beyond Seller's control. Upon any such delay or failure Seller may, in its sole discretion and without any liability to customer, delay the performance of, partially perform, or cancel any affected order in whole or in part.

15. Successors and Assigns; Severability: These Conditions of Sale will be binding upon the parties and their respective successor and assigns; provided, however, that customer may not assign any of customer's rights or obligations hereunder without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. If any provision of these Conditions of Sale is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these Conditions of Sale will remain in full force and effect.

16. Default: If customer (a) fails to pay any amount due to Seller when due, (b) fails to observe or perform any of its other obligations under these Conditions of Sale, (c) takes any action that in Seller's opinion adversely affects the name, reputation or goodwill of Seller or its Products or (d) becomes insolvent, is adjudicated bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes or a receiver is appointed for its assets, then, at Seller's sole option, amounts due or to become due from customer to Seller may become immediately due and payable, and concurrently, or in the alternative, Seller may terminate any existing order between the Parties, defer shipment or delivery of any Products, sell any part of any undelivered Products and exercise any other remedies available to Seller under applicable law.

17. Governing Law; Jurisdiction; Venue: These Conditions of Sale and any other documents or agreements entered into between the parties will be governed by and construed according to the laws of the State of Utah, without reference to the principles of conflicts of law. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the District of Utah or the applicable state court located in the State of Utah, County of Salt Lake for any action or proceeding arising out of or relating to the sale of Products to customer (b) waives any objections to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Governing Law; Jurisdiction; Venue: These Conditions of Sale and any other documents or agreements entered into between the parties will be governed by and construed according to the laws of the State of Utah, without reference to the principles of conflicts of law. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the District of Utah or the applicable state court located in the State of Utah, County of Salt Lake for any action or proceeding arising out of or relating to the sale of Products to customer (b) waives any objections to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

18. Costs and Expenses: Customer will be responsible for all costs and expenses, including cost of collection, attorneys' fees and disbursements, incurred by Seller in enforcing any term or condition herein and customer will indemnify and promptly reimburse Seller for such costs and expenses.

19. Photography and Marketing: Customer grants Seller the right to photograph or otherwise document the final installation of the Product and publish and use the same in marketing materials or such media outlets as Seller deems necessary in its sole discretion.

DAMAGED / DEFFECTIVE FIXTURE?

LightArt provides a 5-year limited warranty for our standard products. As a handmade, custom fabrication shop, we ensure that every fixture conforms to original product specifications and is free from defects in material and workmanship. This includes shade, hardware, and lighting components. Have you found your fixtures have arrived to you either damaged or defective? Follow our step by step process to file a warranty claim:

1. CONTACT THE FACTORY

- a. Email or call your LightArt project manager as soon as you notice the issue.
- b. Provide a detailed problem description include fixture type, quantity of damaged fixtures, and perceived cause of damage.
- c. In the case of defective lighting, provide information on installation process, electrical system in building, and control system in place.

2. SEND A PHOTO

- a. Provide a series of detailed images of the full fixture and the damaged components.
- b. In the case of defective lighting, provide an image of the wiring to the driver and electrical system.
- c. In the case of shipping damage, provide an image of the fixture within packing materials per shipping company's requirements.

3. CONFIRM CAUSE

- a. If the claim is justified upon review of information, LightArt will request a return shipment of the necessary components for formal inspection at the factory CSA & UL approved I laboratory.
- b. LightArt will provide packing materials and arrange fully paid return of the fixtures(s) in question.
- c. If determined at fault, LightArt will provide replacements of the damaged or defective components.

LightArt warrants for a period of up to five years from the date of shipment that its lighting products will conform to the product specifications supplied by LightArt and are free from defects in materials and workmanship. Claims made under this limited warranty must be submitted to LightArt no later than five years after the shipment of the product. Subject to the conditions and limitations set out below, and upon Light Art's examination after return of the claimed defective product, LightArt shall have the option at its sole discretion to either (1) replace the product, (2) repair the product per the following terms and conditions or (3) refund the original purchase price. In no event does this limited warranty cover any costs relating to uninstallation, re-installation or fabrication expense. any other direct or indirect loss.

TERMS AND CONDITIONS

- Fixture installation must be performed by a licensed electrician or under the supervision of a licensed electrician and per the installation instructions included with the fixture shipment.
- The limited warranty does not apply to any product damages resulting from any wet exposure, exterior or extreme temperature applications. Wet exposure is defined as any location where moisture exists unless a wet rated product is used. Exterior location is defined as any location outside of the enclosed, climate-controlled interior of a building. Extreme temperature range is defined as -20C to +40C.
- Additionally, the limited warranty does not apply to any products that have been subject to the following external causes: mishandling, unusual wear and tear, improper specification, failure to maintain according to product usage guidelines; accidents or abuse, alterations or repairs, damage resulting from the failure of a third-parties product, natural variations in dye, natural fading, gauge, texture, and finish, improper power supply, power surges or dips, control systems that are beyond the specified limits of the products, and improper storage, alteration, maintenance or service.
- To confirm cause of damage, the defective product must be returned to LightArt within 30 days of claim.
- Labor costs for removal, re-installation, or any additional time incurred are not covered under this limited warranty.
- If LightArt chooses to replace the product and is not able to do so because it has been discontinued or is not available, LightArt may replace the product with a comparable product.
- If requested, the non-conforming or defective products shall become LightArt property as soon as they have been replaced.

LIGHTART'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL LIGHTART BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY LIGHTART FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. LIGHT ART EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE. THIS WARRANTY SUPERSEDES

FILING A CLAIM

LightArt requires the following in order to formally file a claim:

- Detailed problem description including fixture type, quantity, and number of damaged fixtures
- Images of damaged/defective product
- In the case of defective lighting, an image of the wiring to the driver and electrical system.
- In the case of shipping damage, an image of the fixture within packing materials and sent within 30 days of shipment date.

Upon review of this information, if the claim is justified LightArt will request a return shipment to inspect and test the damage/defective components in person at the factory CSA and UL listed laboratory.

LightArt will provide packing materials and arrange fully paid shipping for the return of fixtures.

LightArt shall determine the cause of failure and reserves the right to be the sole judge as to whether any of the components are defective and covered under this limited warranty.

If it is determined that a product returned to LightArt is not covered by this limited warranty, LightArt will not return the product unless the sender specifically so requests and pays for all return shipping expenses.

Warranty claims regarding the product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure. Please contact LightArt's Tech Support Team at techsupport@lightart.com to report and verify warranty coverage.



LIMITED WARRANTY FOR CUSTOM PRODUCTS

For a period of two years from the date of shipment, LightArt, warrants that its products will conform to the supplied product specifications and will be free from defined defects in materials and workmanship. Claims made under this limited warranty must be submitted to LightArt in writing by no later than two years after the shipment of the product.

In the event of a warranty claim, LightArt shall have the option to either (1) replace the product, (2) repair the product or (3) refund the purchase price of the product. In no event does this limited warranty cover any costs relating to (re)installation or fabrication expense or any other direct or indirect loss which may result from product failure.

This limited warranty is exclusive and in lieu of all warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, and all other liabilities or obligations on the part of LightArt. LightArt does not assume any obligation or liability other than those expressly set forth herein, nor authorize any representative or other person to do so. LightArt shall in no event be liable for any special, consequential, or incidental damages arising out of the use or application of the a LightArt product.

THIS WARRANTY DOES NOT COVER

1. Damage resulting from unusual wear and tear on the product;
2. Damages resulting from any wet exposure, exterior or extreme temperature applications. Wet exposure is defined as any location where moisture exists unless a wet rated product is used. Exterior location is defined as any location outside of the enclosed, climate-controlled interior of a building. Extreme temperature range is defined as -20C to +40C;
3. Damage resulting from improper specification, fabrication or installation;
4. Damage resulting from failure to maintain according to LightArt product usage guidelines;
5. Damage resulting from accident or abuse;
6. Damage resulting from the failure of a third-party's product;
7. Damage to custom products designed and manufactured with custom inserts or based on custom specifications supplied by a customer or its agents;
8. Damages resulting from improper power supply, power surges or dips, control systems that are beyond the specified limits of the products and improper storage, alteration, maintenance, or service;
9. Variations in dye lots, gauges, textures, and finishes, that may vary slightly between the samples provided to customers and the product actually delivered.

Terms & Conditions / Warranty
Warranty v4 / 9.5.2023



FABRICATION

In the event that a customer has requested custom fabrication in connection with a LightArt custom product (including any seaming, edge finishing, heat draping and/or molding), this limited warranty does not cover any of the following: (a) visibility of seaming, (b) slight irregularities in gauges and textures of seaming or edge finishing provided by LightArt or (c) slight irregularities in the surface of any product that has been subjected to heat draping and/or molding.

FILING A CLAIM

LightArt requires the following in order to formally file a claim:

- Detailed problem description including fixture type, quantity, and number of damaged fixtures.
- Images of damaged/defective product.
- In the case of defective lighting, an image of the wiring to the driver and electrical system.
- In the case of shipping damage, an image of the fixture within packing materials and sent within 30 days of shipment date.

Upon review of this information, if the claim is justified LightArt will request a return shipment to inspect and test the damage/defective components in person.

LightArt will provide packing materials and arrange fully paid shipping for the return of fixture in question.

LightArt shall determine the cause of failure and reserves the right to be the sole judge as to whether any of the components are defective and covered under this limited warranty.

If it is determined that a product returned to LightArt is not covered by this limited warranty, LightArt will not return the product unless the sender specifically so requests and pays for all return shipping expenses.

Warranty claims regarding the product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure. Please contact LightArt's Tech Support Team at techsupport@lightart.com to report and verify warranty coverage.