

## TERMS AND CONDITIONS:

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### PAYMENT

- **Deposit Payment:** Artizin requires a 50% deposit payment at the time of order placement. This deposit secures your order and initiates the production process.
- **Balance Payment:** The remaining balance of payment, which includes any invoiced charges not covered by our standard pricing, must be settled in full before your order is shipped to you.
- Invoices paid by credit card will incur a 3% processing fee.

### ORDER TERMS AND CONDITIONS

- **Supersedes Prior Agreements:** These terms and conditions take precedence over all previous terms and conditions, as well as any prior agreements or correspondences related to the sale.
- **Objection to Different Terms:** Artizin expressly objects to any different or additional terms and conditions that may be proposed.
- **Order Binding:** An order becomes binding only when Artizin receives a signed estimate from the purchaser.
- **Right to Amend Estimates:** Artizin reserves the right to amend or modify estimates at its discretion.
- **Conditional Sale:** It is essential to note that any sale is explicitly contingent upon the purchaser's agreement to abide by these specified terms and conditions.

### PRICES

- **Net Pricing:** Prices listed by Artizin are "NET" prices in USD
- **Additional Packaging Charges:** If customers have specific shipping requirements that necessitate additional packaging materials, Artizin will invoice additional charges for these materials.
- **Exclusivity of Pricing:** Unless explicitly specified in writing by Artizin, no other charges beyond those mentioned in the pricing are included in the quoted prices.
- **Price Change Notice:** Artizin reserves the right to change prices without prior notice at any time before order confirmation.

### TAXES

- **Tax Types:** The purchaser is responsible for paying all applicable sales, excise, and any other taxes associated with their purchases from Artizin.

- Exemption Certificates: Unless the purchaser submits appropriate exemption certificates demonstrating their eligibility for tax exemptions, they are obligated to pay the specified taxes.

## **FREIGHT CLAIMS**

- Risk After Warehouse Departure: Artizin assumes no responsibility for any delay, loss or damage to merchandise once it leaves our warehouse. Therefore, we are not liable for any loss or damage that may occur during transit or while in storage after leaving our facility. Title and risk of loss pass to buyer upon delivery of the merchandise to the freight carrier at Artizin's warehouse.
- Careful Inspection and Packing: We take pride in our commitment to quality. Our merchandise is meticulously inspected and packed in accordance with industry standards to minimize the risk of damage during transportation.
- Examination at Delivery: Upon the delivery of your order, we strongly recommend that the customer (consignee) carefully examines all cartons. It's essential to inspect the shipment for any visible damage or shortages at this time.
- Noting Damage or Shortage: If you discover any visible damage or shortage during the examination, it's crucial to note these issues on the delivery receipt. This documentation will be essential for processing any necessary claims. The quantity of merchandise recorded by Artizin on dispatch from Artizin's warehouse shall serve as conclusive evidence of the quantity received by buyer upon delivery unless buyer can provide conclusive evidence to the contrary.
- Timely Claim Submission: To initiate a claim for damage or loss, the customer must contact the freight carrier within 5 days of the delivery date. Prompt action is critical to resolving any issues effectively.
- Retention of Packing Materials: We ask that customers retain all packing materials until they have been inspected by the freight carrier. This helps ensure that the carrier can assess the situation accurately.
- Protection Against Concealed Damages: Customers are also protected against concealed damages. To benefit from this protection, it is essential to file a freight claim with the carrier within 5 days of receiving the goods.

## **CHANGE ORDERS OR CANCELLATIONS**

- Authorization Required: Changes or cancellations to confirmed orders will only be considered if Artizin provides prior written authorization. We require this authorization to ensure that the changes align with our production process and inventory management.
- Handling Charges: If we accept a requested change or cancellation, it may be subject to handling charges. These charges are necessary to cover any additional costs or adjustments required due to the change.
- Timely Submission: It is essential that any requests for changes or cancellations are submitted in a timely manner. We cannot accept changes or cancellations if they are not received within the required time frame to be implemented effectively.

## INSTALLATION SERVICES

Artizin typically does not employ installers or offer installation services directly. However, in cases where Artizin makes suggestions or recommendations for installation services to customers, it's essential to understand that Artizin does not take responsibility for any claims or damages arising from the installation process. In other words, if customers decide to utilize the installation services suggested by Artizin, any issues or problems that may occur during or after the installation are generally not Artizin's responsibility.

## PRODUCT DEFECTS

- **Inspection Upon Receipt:** We strongly recommend that you inspect all products promptly upon receipt. This step is crucial to identifying any issues that may need attention.
- **Written Claims:** If you encounter any defects, shortages, or errors with your order, please promptly report them to Artizin. These claims must be made in writing within 7 days of receiving the product. It is essential to document any concerns in writing for our records.
- **Exemptions:** This policy applies provided that neither the customer nor others have cut, modified, or installed the product. Such alterations can impact our ability to assess and address any issues.
- **Thickness Variation:** Please be aware that some of our products, such as PET products, panels, and screen products, may exhibit slight variations in thickness due to fiber blending, compression, and lamination. These variations are within the normal range of manufacturing.
- **Color Variation:** Given the manufacturing process of PET panels, it's natural to anticipate some degree of color variation. Certain colors may exhibit more noticeable differences than others, and additional variations between batches are also common.
- **Retention of Packing Material:** We ask that you retain all original packing materials until the inspection process is complete. These materials may be necessary for a thorough assessment.
- **Timely Reporting:** Failure to report defects, shortages, or errors within the 7-day period or if the product has been modified will be considered as full acceptance of the merchandise by the customer. In such cases, any defects, shortages, or errors ascertainable under inspection will be waived.

## RETURN POLICY

- **Authorization Required:** Prior written return authorization from Artizin is mandatory for any merchandise return. Unauthorized returns will not be accepted and will be sent back to the customer at their expense.
- **Restocking Charge:** Returns of non-defective products, to the extent authorized by Artizin, may be subject to a minimum restocking charge of 25%. This charge is intended to cover handling and processing costs associated with the return.
- **Original Condition:** Returned goods must be received in their original condition. If the returned items are not in their original state, the return will be considered void, and the merchandise will be returned to the customer, with all expenses incurred by the customer.

- **Freight and Concealed Damage:** The customer is responsible for all freight charges associated with the return of goods. Additionally, any concealed damage that may occur during the return process is also the responsibility of the customer. **Custom Product Exceptions:** Please note that return requests for custom products will not be considered by Artizin. Custom products are typically exempt from the return process.

## **STORAGE POLICY**

- **Transfer to Storage:** Artizin reserves the right to transfer your ordered products to storage if, for any reason, you are unable to accept delivery by the shipping date specified on the order confirmation.
- **Customer Expense:** The cost associated with transferring the products to storage will be the responsibility of the customer. This includes any charges related to storage and handling.
- **Deemed Delivery:** When we transfer the products to storage due to the inability to make the scheduled delivery, this action will be deemed as delivery for all purposes, including invoicing and payment.

## **SHOP DRAWINGS**

- **Provision of Shop Drawings:** Artizin will provide shop drawings of its products to assist in the production process.
- **Limitation of Liability:** It is important to understand that Artizin is not liable for any inaccuracies, missing information, or potential issues within the provided shop drawings. While we make every effort to ensure accuracy, variations or errors may occur.
- **Customer Responsibility:** The customer or customer's designer, customer's contractor assumes ultimate responsibility for reviewing and approving the shop drawings. It is imperative that you carefully examine the shop drawings to verify that they align with your project requirements and specifications.
- **Approved Shop Drawings:** Once you approve the shop drawings, they are considered final and binding. Any errors, inaccuracies, or issues that arise from approved shop drawings will be the responsibility of the customer.

## **COMPLIANCE WITH LAW**

- **Buyer's Legal Compliance:** The buyer acknowledges and agrees to be in compliance with all current and future applicable laws, regulations, and ordinances relevant to the agreement.
- **Maintenance of Licenses and Permits:** The buyer is responsible for acquiring and maintaining all essential licenses, permissions, authorizations, consents, and permits required to execute and fulfill their obligations.
- **Obligation to Update:** The buyer must promptly update and renew any licenses, permissions, authorizations, consents, and permits that may expire during the course of the purchase transaction.
- **Choice of Law and Forum:** All matters arising out of or relating to buyer's purchase of goods or services from Artizin shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Buyer irrevocably and unconditionally submits to the jurisdiction of the state and

federal courts located in Dallas County, Texas, in relation to any dispute arising out of or related to buyer's purchase of good or services from Artizin.

## CONFIDENTIAL INFORMATION

- Any information provided by the seller to the buyer that is not publicly available and is considered confidential or proprietary. This information may encompass various forms such as specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates. It is irrespective of whether the information is communicated verbally, in written form, electronically, or through any other medium. Additionally, this confidentiality may apply even if the information is not explicitly labeled or identified as "confidential."

## WARRANTY

- **Warranty Duration:** Artizin warrants to the purchaser that its ArtFelt products will be free from manufacturing defects for a period of five years after the date of delivery. Artizin shall not be liable for a breach of warranty unless: (i) buyer provides written notice of defect as contemplated in these terms and conditions; (ii) Artizin is given a reasonable opportunity after receiving notice to examine the merchandise; and (iii) Artizin reasonably verifies buyer's claim that the merchandise is defective.
- **Remedy for Defective Products:** In the event of a manufacturing defect, the purchaser's sole and exclusive remedy shall be determined by Artizin, which may include the replacement of defective products or a refund of the purchase price.
- **Exclusions from Warranty Coverage:** This limited warranty explicitly excludes and does not cover claims, damages, losses, or expenses arising from the following:
  1. Vandalism or accidents
  2. Abuse, misuse, or unapproved use of the product
  3. Installation mistakes or errors
  4. Mold or mildew
  5. Abnormal conditions of use
  6. Improper maintenance
  7. Design, installation, or construction deficiencies of any kind or nature.
- **Sole and Exclusive Warranty:** This limited warranty provided by Artizin is the sole and exclusive warranty applicable to the ArtFelt products mentioned. ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE IN TRADE PRACTICE, ARE EXPRESSLY DISCLAIMED.
- **Limitation of Liability:** IN NO EVENT WILL ARTIZIN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR ANY OTHER LEGAL THEORY. THIS EXCLUSIVE WARRANTY SUPERSEDES AND PREVAILS OVER ANY OTHER REPRESENTATIONS AND WARRANTIES RELATED TO THE PRODUCT.