



HALLMARK

L I G H T I N G

HALLMARK COLLECTIVE (HC) Sales Terms & Conditions

FOB / POINT OF ORIGIN: All prices are FOB 9631 De Soto Ave, Chatsworth, CA 91311, unless separate arrangements are noted in the sales confirmation.

ORDER PROCEDURE: All orders must be received in writing. Order confirmation is based upon information provided in the purchase order.

SALES TERMS: Standard terms are 50% deposit; balance due prior to shipping (CBD), unless separate arrangements are noted in the sales confirmation.

INVOICING: An invoice is forwarded three to four weeks prior to scheduled ship date and includes the following information: 1) restatement of order confirmation, 2) affirmation of scheduled ship date, and 3) required balance to be paid in full.

DEPOSITS: HC specializes in manufacturing custom product for their clients' needs. Therefore, deposits are non-refundable if client chooses to cancel orders after 7 days.

FINANCE CHARGES: A finance charge of 1.5% per month will be applied to all overdue invoices.

CHANGE ORDERS: Must be received in writing and directed to customer service and are subject to review and approval. Order will be reconfirmed with applicable charges.

ORDER CANCELLATION: A minimum of 25% restock charge will be applied for all orders cancelled after one week from order receipt.

RETURNS: All products are made to order; therefore, we cannot accept returns of shipped goods. However, return authorizations will be granted for warranty claims or incorrect shipment of merchandise.

EXPEDITING OR RUSH CHARGES: A minimum of 24% will be added to orders that request "RUSH" or for requests to ship orders less than our quoted lead time.

STORAGE CHARGES: Orders not picked-up within a reasonable time of the due date indicated on purchase orders shall be subject to additional storage charges and handling fees.

LEAD-TIME: Begins from the date of credit release, which includes but is not limited to receipt of signed purchase order and deposit (if required).

SHOP DRAWINGS: In the event that shop drawings are required for custom items, the lead-time will commence from the receipt date of the signed and approved shop drawings. One revision is allowed per item, subsequent revisions will be charged at \$75.00 per hour.

SHOP DRAWING LEAD TIMES: 2-3 weeks from receipt of deposit or credit approval.

CARTONING/PACKAGING: Included unless noted.

FREIGHT: Freight collect unless indicated and other arrangements are made. Third party or prepaid freight options are available; please consult with our customer service.

FREIGHT CLAIMS & DAMAGES: All products are inspected prior to shipping. Consignee is responsible for any freight damage, loss, or shortages. Consignee should immediately inspect all merchandise carefully and make claims for damage directly to carrier. All freight claims must be settled between consignee and carrier according to applicable laws and regulations.

SHIPMENTS OF ITEMS FRAGILE IN NATURE: HC recommends all items that are fragile in nature (marble, glass, crystals, chandeliers, etc) be shipped via air ride equipped carrier rather than common carrier. All freight quotations from HC will be from an air ride equipped trailer.

INSTALLATION: HC is a manufacturer and is not responsible for installation of goods (including, fixed attachment of table tops). HC will not be responsible for light fixtures that do not fit through openings at project job site. Please confirm before ordering that the openings will accommodate large light fixtures. All crystals and decorative hanging

ornamentation are to be installed by general contractor (not HC) unless explicitly spelled out on the quotation and shop drawings.

CRATING: HC crates the product we manufacture to withstand the handling that takes place during transit and in ensuing warehouses. The size of the crates is dictated so the fixture can be maneuvered as safely as possible, and will fit within standard modes of transport. However, we are not responsible for ensuring that the crated fixtures will fit within doorways, elevators, or any other entryway where the fixtures will ultimately be installed.

WARRANTY: Claims related to defects in product quality need to be initiated within the warranty period with the authorized party in which the product was initially acquired, or you may call the HC customer support department at 818.885.5010 for further information on how to process the claim. HC reserves the right to examine all products claimed to be defective. Upon approval of claim, HC will authorize repair or replacement of the defective merchandise. No returns shall be accepted without a return authorization.

Conditions:

- 1) This warranty lasts for a period of one year from the date of invoice. This is considered the warranty period. This warranty is not transferrable and will terminate if the product is sold or transferred.
- 2) If within the warranty period your product should display defects in the overall performance or appearance, HC will, at our option, repair or replace the merchandise to the original specifications.
- 3) This warranty is void if damage is a result of freight, or a failure caused by unreasonable or abusive acts, improper care and/or cleaning, normal wear, fading or stretching of fabrics and vinyl, and acts of God.

CONTINGENCIES: If seller is delayed in making any delivery because of casualty, fire, explosion, accident, difference with or inability to secure workmen, lack of material, facilities or moulds, act of God, governmental restriction or request, power or fuel shortage, or any other cause of any type beyond the control of Seller, whether or not of the kind hereinbefore specified, such delay shall be excused during continuance of and to the extent of such cause. Delivery shall be made and taken as soon as reasonably possible after the removal of such cause.

APPLICABLE LAW: The law of the state of California shall govern all rights and duties under this contract, including without limitation, the validity of this contract, the capacity of the parties hereto, the form of this contract, the interpretation of its language, and any questions concerning the performance or discharge of this contract.

GENERAL: The entire contract covering the sale of these articles by Seller to Customer is set forth herein. The terms and conditions of this contract shall not in any way be changed, limited, controlled, or restricted by any oral statements or the provisions on any of Customer's forms, letters, or papers which are inconsistent herewith. There are no warranties, agreements, or understandings (express, implied, or statutory) relating to this contract which extend beyond the description on the face hereof except for (a) title, (b) merchantable quality of these articles at the time of manufacture by Seller, and (c) such printed warranties as may be affixed to these articles at the time of manufacture by Seller. Customer in entering into this contract does not rely on any representations of any agent of Seller not set forth herein. Neither party shall claim any amendment, modification, or release from any provisions hereof by mutual agreement, by acknowledgement, by acceptance of orders, or otherwise; unless such amendment, modification, or release is in writing signed by each of the parties hereto and specifically states that it is an amendment to this contract.

Failure of Seller to insist on compliance with any provision of this contract shall not be considered as a waiver by Seller of subsequent compliance with the same or any other provisions.

Seller shall not be liable for any breach of this contract or of any duty or obligation arising out of or related thereto in any amount in excess of the net contract price of the articles with respect to which such breach occurs and shall not be liable in any event for special or consequential damages.