

TERMS & CONDITIONS

These Standard Customer Terms and Conditions, together with any order or other agreement signed by both Lumicor, Inc. (“**Lumicor**”) and (“**customer**”) (collectively, the “**Agreement**”) govern all purchase and sale, rental, lease and other transactions between Lumicor and Customer involving Lumicor products (“**Products**”). Lumicor will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Lumicor specifically agrees to such provision in a written instrument signed by Lumicor. Lumicor’s acceptance of any order by Customer is expressly conditioned on Customer’s agreement to the terms and conditions of this Agreement.

1. RECEIPT OF SHIPMENT: Before accepting delivery of Products, it is Customer’s responsibility to thoroughly inspect the Products for accuracy, shortage, damage or defects. Customer should immediately report any discrepancy to Lumicor at 425-255-4000. Any discrepant material should be kept in the original packaging and not altered in any way until Lumicor issues a material disposition. Failure to do so may jeopardize Customer’s rights to warranty replacement and / or reimbursement for shipping damage

2. ORDER PLACEMENT: All orders must be made by written purchase order. Lumicor will accept orders by regular mail, courier, special shipper, electronically and fax. Orders will not be acknowledged without an authorized signature (written or digital signatures accepted). Orders are considered accepted after Lumicor issues a formal order acknowledgement. **Customer should closely review the acknowledgement for errors and discrepancies and notify Lumicor in writing within 48 hours of the acknowledgement date. Failure to notify Lumicor of order changes within this time period will constitute acceptance of Lumicor’s order acknowledgement as final and binding.** Changes to an order after 48 hours of acknowledgment may result in a minimum change order fee of 10% of the order value. This allowance does not apply to shipped items.

Lumicor® products are made to order; therefore we cannot accept cancellations or returns, unless agreed to in writing by an authorized representative of Lumicor. In the event of termination or cancellation, Lumicor shall be entitled to payment from Customer for all costs incurred by Lumicor, in excess of the deposit remaining on hand (if applicable to the order), for which Lumicor has not received payment, including, but not limited to, overhead, profit, expenses, including attorneys’ fees and interest, including profit on unperformed work or undelivered materials.

3. PRODUCT VARIATIONS: Lumicor’s products utilize materials and processes that can create slight color, pattern and texture variations that are inherent to the custom appearance of the product. Variations in dye lots may also occur. It is recommended that the customer or end user order sufficient quantities to complete a specific job at one time to minimize dye lot variation. Some Lumicor® products use natural materials that can change color over time and will vary in size, shape, color, density and texture within a single product and from lot to lot. Products may have slight irregularities including but not limited to, dips, shiny spots, bubbles, inclusions and inconsistent texture. This variation is part of the aesthetic beauty of natural products. Lumicor’s products are not intended for exterior use unless otherwise noted.

Lumicor cannot be responsible for exact color matching. If Lumicor submits a lab sample to the Customer for approval of color, pattern, texture, thickness, and general appearance it is understood that slight variations are possible between the lab sample and production material. The sample should be used as a production target. The production master will be established from the first production run. Unless otherwise stated in the order acknowledgment, the tolerances for Lumicor® products shall be +/- 10% in thickness and +/- 2% in length and width from quoted dimensions.

4. CUSTOMER OWNED MATERIAL (COM): Lumicor reserves the right to approve all customer supplied material prior to production. Lumicor will make reasonable and practical decisions regarding the use of customer owned material in Lumicor product. Lumicor cannot guarantee that all COM material will work in Lumicor’s processes even after lab testing. Lumicor cannot be responsible for COM material damaged in Lumicor’s process. For all COM orders, Lumicor is providing a resin encapsulation / lamination service and the Customer agrees to pay for such service regardless of the success or failure of the finished product.

COM orders will be scheduled for production after the factory receives the COM material. COM packages must include customer name, purchase order and instructions regarding the use of COM, i.e. face side up / down, pattern orientation, etc. excess COM material will not be returned unless specifically requested in writing. COM material should be shipped freight prepaid to: Lumicor, Inc., Attn: COM Order Dept., 1400 Monster Road SW, Renton, Washington 98057.

5. ORDER DELAY: Lumicor production is organized on a throughput manufacturing process. Delaying an order in process may impede the production of other customer orders. Storage and handling charges will be applied when the Customer interrupts the production / shipping process to put an order on hold. Storage / handling charges will apply 1 week after scheduled ship date. Storage and handling fees of ten percent (10%) of the order value, with a fifty dollar (\$50) per month minimum, may be applied.

6. DELIVERY: Lumicor delivery dates are estimates only. Lumicor will make reasonable efforts to deliver in accordance with delivery dates. However, Lumicor cannot be liable for failure to deliver as estimated. Customer change orders may affect delivery dates. If Lumicor makes delivery installments, they shall be separately invoiced and payable without regard to subsequent deliveries. Any delay in delivery of installments will not relieve Customer of its obligations to accept the initial or any remaining installments.

7. SHIPPING: All orders are shipped freight collect or pre-pay and bill "best way" unless carrier preference is specified on the purchase order. Refusal to accept goods from carrier does not relieve Customer of responsibility of payment and filing damage claims in the carrier's prescribed manner. All Shipments are FOB Lumicor, Inc in Renton, WA.

Lumicor will use all reasonable business practices to ship orders on the agreed upon ship date, however, Customer acknowledges that no late penalties or claims including any claims for actual or consequential damages shall be made if the order is delivered late.

8. HANDLING: Customer should take care when handling, storing and fabricating all Lumicor products to prevent damage. Please review all applicable Lumicor® product application procedures and fabrication guides for proper care and handling.

9. PAYMENT TERMS & CREDIT: All payments are to be made in U.S. funds. The following types of orders require full payment at time of order placement: Expedite Order, Order with 2-week lead time, Quick Ship Order, Remnants Order, Hardware only-order, Lumilight-only Order, and any Order that totals less than \$2,500. For any other order greater than \$2,500, a 50% deposit is due at the time of order placement, with the balance due prior to shipping (unless terms have previously been established). To apply for credit terms, a completed credit application must be submitted with the order. Credit terms on subsequent orders, after good credit is established, are net 30 from date of invoice. Past due accounts shall be subject to a finance charge on any unpaid balance in the amount of 1.5% per month, or at the maximum rate legally permitted if less than such amount. All orders are subject to approval by Lumicor. If at any time, for any reason, Customer does not pay for said purchases when due, and in the event it becomes necessary for Lumicor to incur collection costs or institute suit to collect any amounts due, Customer agrees to pay such costs.

Each delivery to be made hereunder shall be subject to receipt of cash or to credit arrangements made by Customer with Lumicor if payment is not made in accordance with the terms thereof, or if at any time in Lumicor's judgment Customer's credit standing has been impaired, Lumicor may withhold delivery of any material to be sold hereunder until in the case of future deliveries, satisfactory cash or credit arrangements have been made and, in the case of good already delivered, satisfactory security arrangements have been made for payment of all outstanding balances. If Customer fails, neglects or refuses to make cash or credit arrangements satisfactory to Lumicor, or to comply with the terms thereof, then Lumicor may, without waiving any other remedies it may have against Customer, terminate this Agreement without further liability on Lumicor's part.

If you pay by Credit Card: A 2% surcharge will be applied when paying by Visa or MasterCard. The amount will be automatically be added to your Sales Order total. If you pay by AMEX (American Express) Credit Card: A 3% fee will be charged on order total.

10. TITLE AND RISK OF LOSS: Title to and all risk of loss of any material sold hereunder shall pass to Customer at the point of shipment upon tender of delivery.

11. FORCE MAJEURE: Deliveries may be reduced or suspended in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with government requests, laws, regulations, orders or action; breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the material or of a raw material or intermediate upon which the manufacture of the material is dependant. If, because of any such event, it is impracticable for Lumicor to supply the total demand for the materials, Lumicor may allocate its available supply of material, without obligation to purchase similar material from other sources, among itself and its customers on such a basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected. In the event that deliveries hereunder have been suspended due to force majeure for any consecutive three (3) month period, either party may cancel this contract upon thirty (30) days written notice.

12. LIMITED WARRANTY; DISCLAIMER; RELEASE; LIMITATION OF LIABILITY: Lumicor warrants to Customer that: (a) all material supplied hereunder will conform to the description stated on the order acknowledgement; (b) upon payment of the purchase price, Customer will receive good title to all such material free from any lien, encumbrance or lawful security interest; and (c) the material sold hereunder shall be of merchantable quality.

Lumicor warrants to Customer that Lumicor® products shall be free from materials defects arising from the manufacture of Lumicor® sheet or shape products for a period of one (1) year from the date of purchase. This is a product only warranty, not a fabrication and/or installation warranty. Lumicor makes no expressed or implied warranty, including, without limitation, the warranties of merchantability, fitness for a particular purpose (even if that purpose is known to Lumicor), or from any course of dealing or trade usage regarding Lumicor® products. This warranty does not cover damage caused by mishandling, misuse, improper installation, damage from excessive heat or exposure to weather, physical or chemical abuse, or acts of nature. Proper care and handling instructions can be found at www.lumicor.com.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 12, LUMICOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCTS. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF LUMICOR AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND CUSTOMER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF LUMICOR AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST LUMICOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF LUMICOR; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT.

LUMICOR'S LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF LUMICOR, INC.) WITH REGARD TO ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER TO LUMICOR FOR THE SAME FURTHER, LUMICOR WILL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT.

It is the purchaser's responsibility to determine the suitability of Lumicor® products for its intended use. Since Lumicor has no control over the final or intended use of its products, the purchaser should conduct its own tests to determine product suitability.

Lumicor, upon request, may furnish to Customer such technical advice, as it may be able to supply with reference

to the use by customers or end users of any material delivered hereunder. Lumicor, however, assumes no obligation or liability for the advice given or results obtained. Customer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless Lumicor against any liabilities, costs or expenses resulting there from.

13. MATERIAL SAFETY DATA SHEET: Lumicor will make available to Customer upon request a material safety data sheet which sets forth information concerning the materials and describes certain precautions to be taken in the storage and handling of the same. Customer shall be responsible for knowing all such information and precautions disclosed in said material safety data sheet and conveying the same to persons who may be exposed to the material.

14. LIMITATION OF REMEDY: Promptly upon receipt of all material delivered hereunder Customer shall inspect such materials for any damage, defect or shortage. All claims for shortage or non-delivery and any claim of damage or defect, which would reasonably be discoverable in the course of such investigation, shall be waived unless Customer shall notify Lumicor of the same within five (5) days of receipt of the material to which the claim relates. **In any event, Customer's exclusive remedy for shortage or damaged or defective material whether or not occurring as a result of Lumicor's alleged negligence or gross negligence or any other cause whatsoever shall be for damages and Lumicor's liability shall in no event exceed the purchase price of the material in respect of which the claim is made, or, at Lumicor's option, the repair or replacement of such material. If Lumicor requests the material to be returned; Lumicor will issue a return material authorization number (RMA) and advise shipping instructions. Any material returned without a RMA number will be refused and returned to the shipper at shipper's expense.** Seller shall not be liable for, and Customer assumes responsibility for all personal injury and property damage resulting from the handling, possession, use or resale of the material, whether the same is used alone or in combination with other substances. **In no event shall Lumicor be liable for incidental or consequential damages, whether Customer's claim is in contract, negligence or otherwise. Transportation charges for the return of material shall not be paid unless authorized in advance by Lumicor.** Customer hereby represents and warrants that Customer has no claims arising out of Customer's purchase or use of any of Lumicor's good or services. Customer must commence any action for any loss or damage with respect to the goods or services covered hereunder within one year after Customer's cause of action has occurred.

15. PRICES: Prices quoted may be changed without notice. Customer agrees to pay the net amount within the terms stated on the face of the order acknowledgement from the date of the invoice. Past due accounts shall be subject to a finance charge on any unpaid balance in the amount of 1.5% per month, or at the maximum rate legally permitted if less than such amount.

16. SALES AND USE OR OTHER TAXES: The amount of any sales, use or other tax or duty, however designated, levied or based on the price of the goods, shall be added to the price quoted and billed to and paid by Customer as if originally included herein. If Lumicor is required to pay any such tax or duty, Customer shall reimburse Lumicor therefore or, in lieu of such payment, shall provide Lumicor with appropriate exception certificates or other documents acceptable to taxing or customs authorities.

17. SOLVENCY: Customer represents and warrants the Customer is not insolvent.

18. PROMOTION: Lumicor retains the right to photograph and publish, for marketing purposes, photographs of the final installation of the product(s) sold.

19. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW: These conditions of sale and any other written contract, executed by both Customer and Lumicor, under which this sale is made, constitute the full understanding of the parties and a complete and exclusive statement of the terms of the agreement. No modification of waiver or any such terms and conditions shall be of any force or effect unless made in writing and signed by the party claimed to be bound thereby nor shall any modifications of the same be affected by the acknowledgement or acceptance of purchase orders or shipping instruction forms or any other document containing terms or conditions at variance with or in addition to those set forth herein or in any such contract, all such varying or additional; terms being hereby objected to, by ordering for shipment or accepting any material, Customer agrees to all the terms and conditions contained herein in any such contract. The laws of Washington State shall govern this contract.