

#### Order Process/Invoice/Payment Agreement Terms:

- 1- Retailers will provide the KUS-approved fixture floorplan in .pdf format to DCI. DCI will provide a preliminary estimate within 5 business days. NOTE: All changes made to the floorplan after estimates are sent will require DCI to provide a new estimate to Retailer.
- 2- Initial estimates are subject to change as a result of revised facility drawings or compliance changes made by KUS as well as confirmation of facility design, site circumstances and/or access data from site verification by Retailer's general contractor and/or architect.
- 3- All estimates are based on standard unit fixture rates agreed between DCI and KUS and remain fixed under Master Services Agreement entered into between KUS and DCI ("MSA") until December 31, 2025.
- 4- Upon Retailer's approval of final estimate, DCI will prepare the final Order Agreement, together with these Terms and Conditions and an invoice for a 50% deposit for the aggregate amount owed for Products (the "Aggregate Amount") to the Retailer designated contact ("Representative") DCI has on file. The Aggregate Amount shall include budgeted freight and installation costs but shall exclude sales tax. The deposit shall be due: NET immediately. This action will take place approximately 12 weeks prior to Retailer's required installation date.
- 5- Unless otherwise quoted and paid for per the Retailer's order agreement, DCI's installation crew will consist of Non-Union workers. If job-site is a Union site and it has not been previously arranged by DCI and the Retailer listed herein, Retailer takes full responsibility for all costs incurred if DCI's crew is not allowed to complete the installation of the interior Product.
- 6- Upon receipt of signed Order Agreement, and 50% deposit payment via check, ACH, or wire transfer, Products per the Order Agreement will be procured and held for the Retailer.
- 7- DCI's representatives will then work with Retailer's Representative to determine Retailer's facility readiness and preferred installation timeframe.
- 8- Retailer is required to pay all state and local taxes including but not limited to sales taxes as per their state's requirements. The Aggregate Amount shall not include sales tax amounts. DCI is required by law to collect sales tax in the following states and these taxes will be listed on final 50% deposit invoice: AZ, AR, CA, CO, CT, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MN, MO, MS, NJ, NY, NC, OH, OK, PA, SC,

TN, TX, UT, VA, WA, WI and WV. For all other states, Retailer should review self-assessment tax requirements and remit taxes to the applicable taxing authority as required. Sales tax is subject to change based on updates to state sales tax rates.

- 9- At least 8 weeks prior to preferred installation date, final freight, installation, and any applicable sales tax in states as per the aforementioned list in bullet 8 will be confirmed and Retailer will be sent final balance due invoice to submit final payment of (i) the remaining portion of the Aggregate Amount and (ii) any sales tax collectible by DCI, to DCI (collectively, the “Final Balance Due”).
- 10- Freight and installation will not be scheduled until the Final Balance Due has been received at DCI. The Final Balance Due must be received by DCI at least 8 weeks prior to installation start date.
- 11- Upon receipt of the Final Balance Due by DCI, DCI will send Retailer’s Representative a facility readiness checklist and installation agreement or installation waiver to be reviewed, signed, and sent back to DCI to confirm Retailer’s installation date.
- 12- DCI will endeavor to obtain the closest available installation date to Retailer’s preferred dates and will send Retailer’s Representative either the installation agreement or installation waiver, as applicable, to execute and send back to DCI in order to secure that date. Any change order received after receipt of the final payment will be processed as a separate order and DCI will ship products under such change order with the original order if production time permits. Otherwise, DCI will provide a quote for, and Retailer will pay for, shipping and a separate mobilization of DCI installers for the products under the change order.
- 13- Duration of all installations will vary based on final Orders Agreements and could span over weekends. Retailers will need to provide on-site contacts at facility to be available for DCI installation crews during the entire duration of the scheduled installation. Failure to do so may result in additional charges to the Retailer.
- 14- Retailer must submit signed installation agreement or installation waiver, as applicable, at least 6 weeks prior to shipment/install date.
- 15- Retailer to provide site condition photos and completed facility readiness checklist at least 3 weeks (15 business days) prior to scheduled installation date to confirm site will be ready to install the Products by their scheduled installation date.
- 16- All costs associated with the cancellation or re-scheduling of shipment and/or installation less than 3 weeks (15 business days) prior to the scheduled shipment or installation date will be the sole responsibility of the Retailer (see DCI Installation Agreement for further details).

- 17- Title and risk of loss of the Products listed on the Order Agreement and invoice transfer to the Retailer upon installation of product unless DCI installation is waived.
- 18- No Product returns will be accepted without prior authorization from DCI. If a return is approved, a 25% restocking fee and return freight costs will be charged to Retailer for returned materials, along with all applicable freight and/or installation charges for the initial shipment to the Retailer.
- 19- Any and all costs associated with the cancelling or rescheduling the installation due to Retailer delay or readiness shall be the sole responsibility of the Retailer. In either of the following circumstances, Retailer will be responsible for additional freight and installation costs:
  - a. \*Fixture order does not meet minimum KUS requirements; or
  - b. \*Multi-phased installations caused by Retailer delay.

#### Warranty Terms:

- 1- DCI warrants the Products identified in Retailer's Order Agreement against defects in workmanship and materials for a period of (3) three years from date of sale of the Products that they will (i) meet or exceed applicable government standards, regulations, guidelines, rules, and laws, regarding the Products, (ii) be fabricated, assembled, manufactured and installed fully in accordance with the applicable specifications, (iii) be of merchantable quality, and (iv) be free from defects in material and/or workmanship, in each case, subject to normal use and ordinary "wear and tear", provided (i) the Products remain in the location as originally delivered/installed and are not moved therefrom, (ii) once product(s) are delivered, they remain in a climate controlled and secure environment at all times, and (iii) the Product(s) are used in the manner for which they were designed and intended.
  - a. Exceptions: graphics, [electronics,] color chips or fabrics [and trim components] carry a (1) one year limited warranty from date of sale, commercial light fixtures and/or digital equipment as applicable are only warranted through the Manufacturer's warranty and light bulbs which carry no warranty.
- 2- This warranty does not extend to damage from misuse, neglect, improper installation (if DCI did not perform), mishandling, fire, lightening, theft, vandalism, or any acts of God.

- 3- DCI's warranty obligation is conditioned upon it receiving prompt written notice within the warranty period of any claim. DCI will determine the nature of the problem and may elect, at its sole discretion, to satisfy any claim by repair, replacement, or refund of the purchase price of the product involved. DCI will not be responsible for repairs not authorized by it or problems attributable to normal wear or misuse. DCI will not accept returned product unless DCI authorizes the return and Retailer pays all applicable re-stock and/or return shipping charges.
- 4- In no event shall DCI have any liability for any special, incidental or consequential damages, whether in contract or tort, for any breach of warranty or other act or default of DCI including, without limitation, any liability for any loss of business, profits or goodwill. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESSED OR IMPLIED. DCI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 5- Any electronic or other Products that are not DCI-manufactured components are not subject to DCI's warranty, but rather the original manufacturer's warranty.

#### Return Policy:

No Product returns will be accepted without prior authorization from DCI. If a return is approved, a 25% restocking fee and return freight costs will be charged to Retailer for returned materials, along with all applicable freight and/or installation charges for the initial shipment to the Retailer.