



## Terms and Conditions of Sale – Designers Fountain

These Terms and Conditions (“Terms”) govern all transactions between the Buyer and Designers Fountain, or the applicable subsidiary, division, or affiliated entity as identified in the Seller’s quotation or order acknowledgment (“Seller”), relating to the purchase of products or services (“Products”). By placing an order or accepting delivery of Products, Buyer agrees to be bound by these Terms. In the event that any Seller documentation (including but not limited to order acknowledgments, invoices, or shipping notices) is deemed an acceptance of a Buyer’s purchase order or offer, such acceptance is expressly conditioned upon the Buyer’s agreement to these Terms, notwithstanding any conflicting or additional terms included in Buyer’s purchase order or other communications. All other terms, whether oral or written, including those proposed or imposed by Buyer, are hereby expressly rejected and shall have no force or effect unless agreed to in writing by an authorized representative of Seller. For purposes of these Terms, “Buyer” refers to the individual or entity listed on Buyer’s purchase order, or if different, the entity identified on Seller’s quotation.

### **1. Pricing**

#### **1.1 Prices**

All prices for Products shall be as stated in Seller’s written quotation or order acknowledgment and are subject to change without notice prior to order acceptance. Unless otherwise agreed in writing, all prices are in U.S. dollars and are exclusive of taxes, duties, shipping, and handling charges.

#### **1.2 Price Validity**

Quoted prices are valid for thirty (30) days from the date of the quotation unless otherwise specified by Seller in writing. After such period, prices are subject to change at Seller’s sole discretion.

#### **1.3 Taxes and Fees**

Buyer shall be responsible for all applicable sales, use, excise, value-added, or similar taxes, as well as any import duties or government-imposed fees, unless Buyer provides Seller with a valid tax exemption certificate acceptable to the relevant taxing authorities.

#### **1.4 Clerical Errors**

Seller reserves the right to correct any clerical or typographical errors in quotations, pricing, or invoices.

#### **1.5 Discounts and Promotions**

Any discounts or promotional pricing must be explicitly stated in writing by Seller. Such discounts shall apply only to the specific order(s) and shall not constitute a continuing agreement or obligation for future pricing.

#### **1.6 UMAP Policy Compliance**

Buyer acknowledges and agrees to comply with Seller’s Unilateral Minimum Advertised Price (UMAP) Policy, where applicable. The UMAP Policy is established solely by Seller and is subject to change at Seller’s discretion. Failure to adhere to the UMAP Policy may result in penalties, including but not limited to loss of promotional support, pricing incentives, or suspension of account privileges.

## **2. Payment Terms**

### **2.1 Terms of Payment**

Unless otherwise agreed in writing by Seller, payment is due in full within thirty (30) calendar days from the date of the invoice ("Net 30"). Payments shall be made in U.S. dollars and delivered in a manner specified by Seller.

### **2.2 Late Payment**

Any amount not received by the due date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Interest shall accrue from the original due date until payment is received in full.

### **2.3 Right to Withhold or Suspend**

Seller reserves the right to withhold shipment of current or future orders, suspend performance, or cancel outstanding orders if Buyer's account is past due or exceeds established credit limits.

### **2.4 Disputed Charges**

If Buyer disputes any portion of an invoice, Buyer must notify Seller in writing within ten (10) days of the invoice date, identifying the specific item(s) disputed and the reason for the dispute. Undisputed amounts must be paid in accordance with the stated payment terms.

### **2.5 Collection and Fees**

Buyer shall be responsible for all costs of collection, including reasonable attorneys' fees and court costs, incurred by Seller in the event of nonpayment or delinquency.

## **3. Delivery Terms**

### **3.1 Shipping Terms**

Unless otherwise agreed in writing, all shipments are made FOB Origin (Seller's shipping point). Title and risk of loss for the Products shall transfer to Buyer upon delivery of the Products to the carrier at the shipping point, regardless of freight payment terms.

### **3.2 Delivery Dates**

Any delivery dates provided by Seller are estimates only and are not guaranteed. Seller shall not be liable for any loss, damage, or penalty resulting from delay in shipment or delivery, in whole or in part, whether due to force majeure, carrier delays, or any other cause beyond Seller's reasonable control.

### **3.3 Freight Charges**

Unless otherwise agreed, all freight, handling, insurance, and related shipping costs are the responsibility of the Buyer and will be added to the invoice or billed separately. Any special routing or handling requests must be agreed to in advance and may be subject to additional charges.

### **3.4 Shortages and Damage Claims**

Buyer shall inspect all deliveries upon receipt. Any claims for shortages, visible damage, or incorrect products must be reported to Seller in writing within five (5) business days of delivery. Failure to notify Seller within this period shall constitute acceptance of the Products and waiver of any such claims.

### **3.5 Concealed Damage**

Claims for concealed damage must be reported to Seller within ten (10) business days of delivery and must include supporting documentation and photos. Seller reserves the right to inspect the damage or request return of the Products before processing any credit, replacement, or adjustment.

### **3.6 Partial Shipments**

Seller may make partial shipments of Products and invoice each shipment separately. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept the remaining deliveries.

## 4. Freight Allowance

### 4.1 Prepaid Freight Policy

Seller will prepay standard ground freight charges (PPD) on single-destination orders with a net value of \$1,200 or more, shipped within the contiguous United States, unless otherwise agreed in writing. Orders below this threshold will ship collect or prepaid and add, at Buyer's expense. Prepaid freight only applies to in-stock items. Backordered or custom items are excluded from this freight allowance.

#### 4.1.1 Backorder Freight Allowance Eligibility

Backordered items may only be included toward meeting the freight allowance threshold if such items have a confirmed availability date at the time of order acceptance. Backordered items without a confirmed ETA are excluded from freight allowance calculations. If Buyer cancels any backordered items that were counted toward the freight allowance after the initial shipment has been released, the order will be re-rated, and all applicable freight charges for the initial shipment will be invoiced to Buyer. Backordered items included for the purpose of freight allowance qualification are deemed non-cancellable unless otherwise approved in writing by Seller.

### 4.2 Carrier Selection

For orders that qualify for prepaid freight, Seller reserves the right to select the carrier and routing at its sole discretion. If Buyer requests the use of a specific carrier or expedited shipping method, any additional costs incurred will be the responsibility of the Buyer, regardless of freight allowance eligibility.

### 4.3 Shipments to Alaska and Hawaii

For orders shipped to Alaska or Hawaii that meet the freight allowance threshold, Seller will deliver the Products prepaid to the nearest port of embarkation in the contiguous United States, FOB Origin. Buyer shall assume all freight charges and risk of loss beyond that point. Orders that do not meet the freight allowance threshold will be shipped at Buyer's expense.

### 4.4 International Shipments

Delivery terms for shipments outside of the United States will be established on a **case-by-case basis** and must be confirmed in writing by Seller prior to order acceptance.

## 5. Returns

### 5.1 Return Authorization Required

All returns require prior written authorization from Seller. Unauthorized returns will not be accepted and may be refused at delivery. Buyer must submit return requests within the timeframes and conditions outlined in Seller's published Return Policy.

### 5.2 Policy Reference

For complete information regarding return eligibility, restocking fees, required documentation, and applicable timelines, Buyer should refer to Seller's current **Return Policy**, available upon request or via Seller's website.

## 6. Warranty

### 6.1 Limited Warranty

Seller's Products are covered under a limited warranty as described in the applicable product documentation or posted Warranty Policy. This warranty is subject to terms, exclusions, and conditions as stated in the detailed policy.

### 6.2 Warranty Claims

All warranty claims must be submitted in accordance with Seller's published Warranty Policy. Seller reserves the right to inspect and verify claims prior to approval or issuance of replacement or credit.

### 6.3 Policy Reference

Buyers are responsible for reviewing and complying with the full **Warranty Policy**, available upon request or on Seller's website.

## **7. Limitation of Liability**

### **7.1 Exclusion of Consequential Damages**

To the maximum extent permitted by applicable law, Seller shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, loss of business, loss of use, or business interruption, arising out of or related to the sale, use, or inability to use the Products, even if Seller has been advised of the possibility of such damages.

### **7.2 Maximum Liability**

Seller's total liability arising out of or relating to the Products, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount paid by Buyer to Seller for the specific Products giving rise to the claim.

### **7.3 No Warranty Beyond Express Terms**

Except as expressly provided in Seller's applicable warranty policy, Seller disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

### **7.4 Force Majeure**

Seller shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or supplier delays.

## **8. Confidentiality**

### **8.1 Confidential Information**

Each party agrees to keep confidential and not disclose to any third party any proprietary or confidential information ("Confidential Information") received from the other party in connection with the sale of Products. Confidential Information shall not include information that is publicly known or rightfully received from a third party without obligation of confidentiality.

### **8.2 Use of Confidential Information**

Confidential Information shall be used solely for the purpose of fulfilling obligations under these Terms and shall not be used for any other purpose without the prior written consent of the disclosing party.

### **8.3 Duration**

The confidentiality obligations shall survive for a period of three (3) years following the termination or expiration of these Terms.

## **9. Intellectual Property Rights**

### **9.1 Ownership**

All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and designs, in or relating to the Products and any related documentation remain the exclusive property of Seller or its licensors.

### **9.2 Restrictions**

Buyer shall not copy, modify, reverse engineer, or create derivative works of the Products or associated intellectual property without Seller's prior written consent.

### **9.3 Use of Trademarks**

Buyer shall not use Seller's trademarks, logos, or trade names without prior written permission from Seller.

## **10. Compliance with Laws**

### **10.1 General Compliance**

Buyer agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the purchase, import, export, distribution, and use of the Products.

### **10.2 Export Controls**

Buyer shall comply with all applicable export laws and regulations, including obtaining all necessary licenses and authorizations for the export or re-export of the Products.

### **10.3 Anti-Corruption**

Buyer represents and warrants that it will comply with all applicable anti-corruption laws and regulations and will not engage in any corrupt practices in connection with these Terms or the purchase of Products.

## **11. Governing Law**

### **11.1 Applicable Law**

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

### **11.2 Jurisdiction**

Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California. Buyer hereby consents to the personal jurisdiction and venue of such courts.

## **12. Assignment**

Neither Buyer nor Seller may assign or transfer its rights or obligations under these Terms without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, Seller may assign these Terms to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets without Buyer's consent.

## **13. General Provisions**

### **13.1 Entire Agreement**

These Terms supersede all prior or contemporaneous written or oral agreements between the parties concerning the subject matter hereof. Any different or additional terms included in Buyer's purchase order, blanket instruction, or other communications are expressly rejected by Seller.

### **13.2 Conditional Acceptance**

To the extent that any Seller quotation, order acknowledgment, invoice, or related document is deemed an acceptance of a Buyer offer, such acceptance is expressly conditioned upon Buyer's assent to these Terms exclusively.

### **13.3 Modifications**

These Terms, including any related quotation or purchase order acknowledgment, may only be modified by a written agreement signed by authorized representatives of both Seller and Buyer.

### **13.4 Waiver**

Seller's failure to enforce any right or provision under these Terms shall not constitute a waiver of future enforcement of that or any other right or provision. A waiver of any breach shall not be deemed a waiver of any other or subsequent breach.

### **13.5 Relationship of the Parties**

The relationship between Buyer and Seller is that of independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, or agency relationship, and neither party shall have authority to bind the other.

**13.6 No Exclusivity**

Nothing in these Terms or any related quotation shall be interpreted to create an exclusive arrangement between the parties unless expressly stated in writing.

**13.7 Severability**

If any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**13.8 Survival**

Any provisions of these Terms which by their nature should survive termination or expiration shall remain in effect, including but not limited to payment obligations, confidentiality, and limitations of liability.