

**TERMS AND CONDITIONS OF SALE
FOR READ WINDOW PRODUCTS, LLC (“SUPPLIER”)**

NOTICE: THE SUPPLY OF ANY GOODS OR INSTALLATION SERVICES FROM SUPPLIER, WHETHER CONTAINED IN A PROJECT PROPOSAL, WORK ORDER, PURCHASE ORDER, OR OTHER METHOD OF ORDERING, SHALL IN ALL RESPECTS BE EXPRESSLY SUBJECT TO AND CONDITIONED UPON CUSTOMER’S ACCEPTANCE (AND THE ACCEPTANCE OF ANY PURCHASING AGENT ON BEHALF OF CUSTOMER) OF THE TERMS CONTAINED IN THESE TERMS AND CONDITIONS OF SUPPLY AND INSTALLATION. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (OR ANY PURCHASING AGENT OF CUSTOMER) ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SUPPLIER UNLESS SPECIFICALLY AGREED TO IN A SEPARATE WRITING SIGNED BY SUPPLIER THAT EXPRESSLY SUPERSEDES THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS APPLY TO EACH SALE OF PRODUCTS AND/OR SERVICES BY SUPPLIER, WHETHER OR NOT THEY APPLY TO A PRIOR SALE OF PRODUCTS AND/OR SERVICES.

1. PROJECT ORDER; ENTIRE AGREEMENT. Any proposal, work order, or purchase order for any project (whether contained in a proposal, quote, bid, work order, purchase order or other method of ordering), together with these Terms and Conditions of Supply and Installation (together, the “Order”) shall be deemed an offer by the customer set forth in the Order (“Customer”) to purchase the goods and installation services specified in such Order (the “Goods and Services”) from Supplier upon the terms and conditions set forth herein. In the event an Order is placed by a purchasing agent or management agency of the customer for whom such Goods and/or Services are being provided, such purchasing agent / management agency shall be deemed the “Customer” for purposes of the Order and shall be fully responsible for all obligations of Customer thereunder, including without limitation all payment obligations. The Order comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral. The terms and conditions set forth in the Order prevail over any of Customer’s or its purchasing agent’s general terms and conditions of purchase regardless of whether or when Customer has submitted its order or such terms, including any terms submitted in any purchase order submitted by Customer on Customer’s own form of purchase order, to the extent any such terms are conflict with or are inconsistent with any of the terms set forth in these Terms and Conditions of Supply and Installation (and notwithstanding any purchase order acknowledgement provided by Supplier in response to such purchase order). Fulfillment of Customer’s project order does not constitute an acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Order. The Order may not be modified, supplemented, or waived except by a written change order signed by both parties.

2. PRICING; QUOTATION ASSUMPTIONS AND EXCLUSIONS. The prices set forth in any Order are based on the product and service specifications provided by Customer and are subject to change unless confirmed by written purchase order within 30 days of the date of such proposal. The prices set forth in an Order for “Installation Service Fees” include estimated expenses associated with trip, travel, and labor costs for such installation services (but shall **not** include accommodations/lodging unless expressly set forth therein). Freight/shipping costs (including without limitation insurance, handling costs, duties and tariffs) and applicable sales and use taxes are **not** included in the pricing set forth in any Order and shall be charged separately to Customer as additional costs, with payment of such freight/shipping charges and/or applicable sales and use taxes payable by Customer as set forth in Section 3 below (note that if Customer is eligible for an exemption from sales and use tax, Customer must provide Supplier with a resale certificate and W-9 at the time the order is placed). Accommodations/lodging are also **not** included in the pricing set forth in any Order (unless expressly noted as being included in “Installation Service Fees” for the Order), and (if not included in Installation Service Fees) must be pre-paid by Customer prior to Supplier’s commencement of services unless accommodations/lodging are provided by the project site at no charge to Supplier (but in the case that accommodations/lodging are not provided by the project site and are not included in the Installation Service Fees for the Order, Supplier shall charge Customer for each day of accommodation/lodging costs at the applicable local rates).

Pricing quotations for installation services are non-union; union installation is subject to local union rates and regulations. Pricing quotations for installation services also assumes no installation into concrete, steel, or other difficult substrate materials; in the event installation into concrete, steel, or other difficult substrate is required, additional installation charges will be required. Yardage quoted are Customer’s own material unless otherwise expressly stated in the Order and are quoted to include 5% waste. All unconsumed materials and remnants (including Customer owned materials) remaining after completion of Supplier’s installation services will be recycled or scrapped by Supplier, in its sole discretion, 90 days following completion of punch with respect to such installation services unless Customer specifically instructs Supplier in writing of other arrangements (and any charges incurred by Supplier in connection therewith shall be at Customer’s expense).

If the Order includes any lining to be provided by Supplier, such lining shall be 3 Pass FR unless otherwise specifically noted.

Any Order for installation services does **not** include the removal of any existing window treatments or the steaming of any draperies.

Any Order for installation services assumes (i) that Supplier will be allowed access to elevators, dumpsters, and on-site equipment at the applicable project site at all times when Supplier is performing such installation services, and (ii) that units/areas in which installation services are to be performed are unoccupied and access to such units/areas is not hindered. In the event of any denial of such access, or if any applicable unit/area is occupied or access thereto is restricted by a hinderance which interferes with Supplier’s ability to perform the installation services, Customer shall be subject to additional charges resulting therefrom. Assuming there is no denial of access to the project site as set forth in this paragraph, Supplier shall be responsible for discarding any trash or debris related to the installation of window treatments by Supplier at the applicable project site.

The prices quoted in any Order assume and are based on one (1) trip for project measurement and one (1) trip for project installation, unless specifically stated otherwise in the Order. Additional trips, requests, or deviations from those included in the quote require a change order. Additionally, pricing quotations for trip charges are based on assumed costs of gas, airfare, and/or other necessary travel costs in connection with a trip based on pricing estimates as of the date of the quotation, but Supplier shall charge Customer (and Customer shall be required to pay) the actual costs incurred by Supplier in connection with any trip (i.e., the actual costs of gas, airfare, and other trip charges, as applicable).

Pricing quotations are estimates only and may vary from the final project cost. While Supplier strives for accuracy, errors may occur, and it is Customer’s responsibility to verify the accuracy of product type, style, quantities, dimensions, yardage, and all other specifications included in the Order. Further, final Order pricing may change due to changes in tariffs, surcharges, freight costs, material costs, third party labor costs, final shipment date, and other factors at the time of completion of the project. Supplier may change the prices specified for the undelivered portion of any products or services subject to any Order at any time by

giving Customer at least 15 days prior written notice, provided that Customer shall have the right to cancel an Order as to any products or services to which such change in price applies by written notice given to and received by Supplier prior to the date when the change is to become effective.

3. PAYMENT TERMS; PROGRESSIVE BILLING SCHEDULE. For product orders that total \$5,000 or less, Customer shall prepay 100% of the amount due (including any freight/shipping and sales tax) prior to commencement of production by Supplier. Supplier shall not start production on any such order until the prepayment is received in full. For product orders that total over \$5,000, and for all installation service orders, Customer shall pay a deposit of 50% of the total amount due (including 50% of the amount due for any freight/shipping, sales taxes, accommodations/lodging, and other charges not included in the project pricing set forth in the Order) prior to commencement of production and/or installation services by Supplier. Customer shall thereafter pay Supplier the remaining balance on such product and/or service order (including the balance for any amounts due for any freight/shipping, sales taxes, accommodations/lodging, and other charges not included in the project pricing set forth in the Order) promptly upon receipt of an invoice from Supplier, which, unless otherwise agreed in writing by Supplier and Customer, will be based on the billing milestone schedule set forth in Exhibit A attached hereto, with final freight/shipping charges and other remaining charges or balances due to be invoiced and promptly payable by Customer upon completion of production and/or installation services.

Customer shall pay all invoiced amounts in U.S. Dollars. Except as otherwise required/approved in writing by Supplier's credit department, payment terms shall be net 30 days from the date of Supplier's invoice. All invoices and account balances which are past due are subject to a late payment fee of the greater of 10% per annum or the maximum amount allowed by applicable law (whichever is less), and Customer shall pay the reasonable expenses, including attorney's fees, incurred by Supplier in the collection of past due invoices and account balances. No deductions, adjustments, chargebacks, or set-off of any kind may be taken from any invoice unless accompanied by Supplier's issued credit memorandum. In the event any Order is placed by a purchasing agent or management agency on behalf of a customer of such purchasing agent/management agency, the purchasing agent/management agency shall remain responsible to Supplier for all obligations of Customer hereunder in the event the customer of purchasing agent/management agency fails to pay Supplier as set forth herein or fails to comply with any other obligations of Customer as set forth herein, the purchasing agent/management agency shall be liable to Supplier as the Customer under the Order, and Supplier shall not be required to exercise, pursue, or enforce any right or remedy Supplier may have against the customer of the purchasing agent/management agency.

Supplier may, at any time and in its sole discretion, without releasing Customer's obligations hereunder, (1) change, limit, or cancel the credit of Customer as to time and amount and/or (2) require payment before delivery of products/completion of services or a reasonable deposit or letter of credit before processing. Upon failure of Customer to make such payments or deposit/letter of credit within 10 days after demand, or if Customer is otherwise in default in any respect of this or any other contract between Customer and Supplier, or if in the reasonable opinion of Supplier the financial condition of Customer warrants such action, Supplier may (i) cancel this and any other contracts with Supplier, with Customer remaining liable for damages, (ii) defer any shipments or services hereunder, (iii) declare immediately due and payable all outstanding invoices of Customer, under this or any other contract, (iv) sell all or any part of any undelivered products, without notice, at public or private sale, with Customer being responsible for all costs and expenses of such sale and for any deficiency, (v) bill all or any part of the undelivered products to Customer and withhold delivery until payment is received, and hold Customer responsible for Supplier's loss and damages on this contract, and/or (vi) take any other action at law or equity to enforce Supplier's rights.

4. SHIPPING/DELIVERY. Delivery is estimated at approximately six weeks from Supplier's receipt of field measurements, proper purchase order documentation, required prepayments or deposits (as set forth in Section 3 above) and all fabrics related to the project.

5. MODIFICATION/CANCELLATION BY BUYER. No modification or cancellation of any Order by Customer shall be effective unless in writing signed by authorized representatives of both parties, and upon terms which fully compensate Supplier for any loss or expense.

6. ACCEPTANCE OF PRODUCTS; RETURNED PRODUCTS. Within 10 business days after receipt by Customer of any products fabricated by Supplier (and in any case, prior to any installation of any such products), Customer must give written notice to Supplier of any claim by Customer based upon the condition, quantity, or grade of such products that is observable prior to installation of the product, and the notice must indicate the basis of Customer's claim in detail. Failure of Customer to comply with this procedure shall constitute irrevocable acceptance by Customer of the delivered products and shall bind Customer to pay to Supplier the full purchase price of such products and any installation services related thereto. No returned products will be accepted by Supplier unless the return has been previously authorized in writing by Supplier and a return material authorization number has been issued, and no claims for deficiencies shall be allowed unless made in accordance with these provisions.

7. LIMITED WARRANTY. Supplier hereby agrees to provide (i) the limited warranty for window treatment fabrication services set forth in Exhibit B attached hereto and (ii) the limited warranty for roller shades set forth in Exhibit C attached hereto. In no event shall Supplier be liable for any claim, whether arising from breach of contract or warranty, or claims of negligence, tort, or otherwise, in excess of the purchase price paid by Customer for the affected products or services. **THIS LIMITED WARRANTY IS CUSTOMER'S EXCLUSIVE REMEDY. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.** The foregoing expresses all of Supplier's obligations and liabilities with respect to the products and services furnished by it, and **SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR SPECIAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS.**

8. FORCE MAJEURE. Supplier shall not be liable for any delay or failure to deliver all or any part of the products or services or for any other delay or failure to perform due, directly or indirectly, to any cause beyond the control of Supplier in the production, finishing, processing, or shipping thereof or, without limiting the foregoing, due to accident, strike, flood, fire, pandemic, embargo, government laws or regulations, or the inability to obtain labor, raw materials or services through Supplier's usual sources, or any other cause beyond the control of Supplier.

9. MISCELLANEOUS. No modification or cancellation of this Order shall be effective unless in writing and signed by the parties or their authorized representatives. No waiver by either party of any default shall be deemed a waiver of any other default or subsequent default. All rights of Supplier hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any other rights and shall not limit or exclude any other legal or equitable right which Supplier may have. If any terms of this Order shall for any reason be determined to be invalid or unenforceable, the balance of this Order shall nevertheless continue to be valid and enforceable. This Order, and any dispute or controversy arising under or relating hereto, shall in all respects be governed by and construed according to the laws of the State of North Carolina, excluding its conflict of law provisions. Customer and Supplier agree that the provisions of the United Nations Convention on the International Sale of Goods shall not apply. Customer agrees that any disputes arising out of this Order shall be brought in the courts located in North Carolina and that such courts shall have exclusive jurisdiction to adjudicate such disputes. Customer may not assign this

Order without Supplier's prior written consent. Any claim by Customer against Supplier in connection with or related to this Order or any goods or services hereunder must be commenced by Customer within one year after the cause of action has accrued.

EXHIBIT A

Billing Milestones

- Completion of Measurement Services (or phased portion thereof) will be billed to the Customer in the same financial period that travel/labor expenses were incurred for the job in relation to the percentage (%) of the contracted service completed.
- Any portion of product fabrication that is completed during the same financial period as the corresponding expenses incurred for materials/fabric and/or labor to complete the fabrication scope of work per the Customer Order will be billed to the Customer in combination within the same monthly financial period that expenses for any materials and/or labor were incurred to complete any portion of the project scope in relation to the percentage (%) of item completed.
- Completion of Installation Services (or phased portion thereof) will be billed to the Customer in the same financial period that travel/labor expenses were incurred for the job in relation to the percentage (%) of the contracted service completed.

Notwithstanding the foregoing milestone schedule, in the event Supplier, for any reason, fails to bill the Customer on the timeline set forth above, Supplier may still bill Customer thereafter for any amount that would have been due pursuant to the above milestone schedule, and Customer shall be obligated to pay such amount pursuant to the payment terms set forth in Section 3 of the Order Terms and Conditions.

Customer acknowledges and agrees that projects that require “phased” billing due to multiple production/installation schedules may be billed at different percentage intervals across the project according to the identified scope of each phase (in accordance with either the % complete of products/services provided or expense incurred during the same financial period).

EXHIBIT B

Limited Warranty for Drapery Fabrication and Installation Services



LIMITED WARRANTY FOR WINDOW TREATMENT FABRICATION

Read Window Products, LLC (“Read,” “we,” or “us”) provides a limited warranty on window treatment fabrication services. Below you will find information on such warranty, including warranty terms and conditions and claims procedures.

WHAT IS COVERED

The window treatments to be supplied by Read for installation at the project site covered by the applicable Order will be fabricated in accordance with the drawings and specifications mutually agreed upon by you and by Read for such project. We provide a limited warranty on window treatment fabrication services supplied by Read for defects in workmanship or materials that are reported to Read in writing within one (1) year of the date of installation for the applicable product (the “Warranty Period”). If you notice any defect in the fabricated window treatments, notify us in writing at the address specified below within the Warranty Period and with the required documentation specified below in the section titled “Warranty Claims Procedure” and we will determine the best way to proceed with repair or replacement of your product in order to correct the defect.

WHO IS COVERED

This warranty extends solely to the original purchaser of the window treatment fabrication services. If you are the original purchaser, please contact Read as specified in the “Warranty Claims Procedures” section set forth below.

WHAT IS NOT COVERED

This warranty does not cover any warranty on any fabric or hardware unless the defect arises solely from Read’s fabrication services as applied to such fabric or hardware. You should contact the manufacturer of the applicable fabric or hardware to determine if there is any warranty for the fabric or hardware itself, where the defect does not arise solely from Read’s fabrication services on such fabric or hardware. This warranty also does not cover normal wear and tear or any damages or losses caused by accidents; alterations; environmental effects; misuse or error; abuse or extraordinary use; exposure to salt air; insect damage; improper cleaning or maintenance; or errors in specifications provided by you or your representatives. Warranties shall be voided and cease to be in effect if the product has been moved from its original place of installation. Read is not responsible for any errors in any specifications or drawings provided by you in connection with the project.

This warranty is for fabrication of window treatments only and does not include installation service. We provide a limited labor guarantee for defects in installation services supplied by Read for window treatments at the project site covered by the applicable Order if reported to Read in writing within 30 days of the final installation completion as confirmed by Read by sign-off documentation and/or Read’s submission of installation service billing.

WHAT WE WILL DO TO CORRECT DEFECTS IN WINDOW TREATMENT FABRICATION

If the window treatment fabrication is found to be defective during the Warranty Period, we will, in our sole discretion, either repair or replace (or cause to be repaired or replaced) the defective fabrication, together with any adjacent work which requires repair or replacement solely as a result of the defective fabrication. Discontinued items will be replaced with the closest equivalent current product.

WARRANTY CLAIMS PROCEDURE

Should you, as the original purchaser of the window treatment fabrication services, believe you have a warranty claim, you must notify us in writing within the Warranty Period. Please send such written notice to: orders@readwindow.com

Upon our receipt of your written notice, we will need to inspect the alleged defect in question by either making an on-site inspection or having photographs and other requested documentary evidence or sampling sent to us for evaluation. Failure to provide such documentation and/or allow an on-site visit within thirty (30) days of claim submission will void any warranty claim hereunder. In the event we make an on-site inspection to inspect the alleged defect per your written notice and we determine that the alleged defect is not covered by the warranty set forth herein, we will bill you for, and you hereby acknowledge and agree that you will be responsible for, any service fees incurred in connection with such on-site inspection, including labor and/or travel expenses and trip charges, and you shall be obligated to pay all such fees within 30 days from the date of our invoice.

NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

Repair or replacement of defective products is the sole remedy under this warranty, and in no event shall Read be liable for additional costs including incidental or consequential damages.

EXHIBIT C

Limited Warranty for Roller Shades

See attached.

READ WINDOW PRODUCTS, LLC

5900 Weisbrook Lane
Knoxville, TN 37909
Quotes@ReadWindow.com
readwindow.com



Product Warranty - Roller Shades

We provide certain warranties to the end-user purchaser of the following products pursuant to the warranty terms and conditions set forth below:

• **LIMITED LIFETIME WARRANTY** on the following products and product types where all care instructions have been followed and the conditions herein have been satisfied:

All clutches, brackets, mounting hardware, tubes, head rails and related accessories such as pin ends, cover and hem bars and Jumble fabric in all openness factors, except that this fabric is not warranted for use in environments where there are extreme and sustained cold temperatures or extreme and sustained heat. Cold can cause the fabric to crack and heat can cause buckling.

Jumble fabric is warranted to have color meeting 7/8 on a scale of 1 to 9 according to the standard ISO 105-082. Warranty is subject to the terms and conditions described below.

• **TEN YEAR LIMITED WARRANTY** on the following products and product types (from the date of shipment) where all care instructions have been followed and the conditions herein have been satisfied.

Arizona fabric – blackout polyester and acrylic. This fabric is warranted to have colors meeting 6/7 on a scale of 1 to 8 according to the standard ISO 105-082. Warranty is subject to the terms and conditions described below.

• **FIVE YEAR LIMITED WARRANTY** on the following products and product types (from the date of shipment) where all care instructions have been followed and the conditions herein have been satisfied.

All other fabrics not listed above. Warranty is subject to the terms and conditions described below.

• **MOTORIZATION** – Automate motors provided by Rollease Acmeda are covered under a separate detailed warranty provided by Rollease and not by Read Window Products, LLC. Warranty claims for Automate motors should be submitted through Read Window Products, LLC. Somfy motors and related accessories distributed by Read Window Products, LLC are covered under Somfy's warranty and not by Read Window Products, LLC. Any warranty claims for such products manufactured by Somfy must be submitted directly to Somfy in accordance with that company's procedures.

WARRANTY COVERAGE AND TERMS

Products covered by the warranties specified above are warranted against original defects in materials or workmanship during the specified warranty period where all care instructions have been followed and the conditions herein have been satisfied.

Each product warranty extends only to the original end-user purchaser and is non-transferrable.

A warranty claim must be submitted to Read Window Products, LLC via email at orders@readwindow.com. Customers may be asked to produce the original sales information as well as relevant details regarding the claim, including the nature of the problem, the location of the products, installation details, cleaning/maintenance history, and any other relevant information.

In addition to other exclusions already noted above, our warranties do not cover:

- Conditions or damage caused by abuse, accidents, alterations, misuse, neglect, damage caused by pets, mishandling, or failure to follow instructions for measurement, installation, use, cleaning, or maintenance, including those instructions found at the end of this limited warranty.

- Normal wear and tear, including but not limited to fading over the lifetime of the product, deterioration or yellowing when exposed to sunlight, high humidity, or extreme outdoor elements for prolonged periods, and cord failure as a result of wearing out over time.
- Variations in colors or weave from lot to lot (for example, colors may not precisely match samples or previously purchased products and the process of weaving can result in slight variations in the density of the weave).
- Cracking or other instability caused by the folding or creasing of coated fabrics.
- Somfy branded or manufactured products.
- Rollease branded or manufactured products.
- Products used in exterior environments unless expressly approved in writing by Read Window Products, LLC for such use.
- Bead chains.

The obligations of Read Window Products, LLC with respect to any warranty provided by us hereunder are limited, in our sole discretion, to the repair, replacement, or appropriate credit with respect to the covered defective parts or products.

Read Window Products, LLC is not responsible for shipping costs or labor costs associated with measuring, removing, or reinstalling products. Read Window Products, LLC also is not responsible for costs associated with import or export duties, broker fees, or taxes associated with shipment of replacements.

Repairs or replacements under a limited warranty hereunder will be made with like or similar components. If Read Window Products, LLC decides, in its discretion, to issue a credit, such credit will not exceed the amount of the original purchase price of the components.

The warranties provided herein are the sole product warranties given by Read Window Products, LLC and replace all other warranties, express or implied, and no one is authorized to assume or undertake for Read Window Products, LLC any other liability in connection with the sale or installation of such products.

THE LIMITED WARRANTIES SET FORTH HEREIN DO NOT COVER, AND EXPRESSLY EXCLUDE, ANY AND ALL LIABILITY OF READ WINDOW PRODUCTS, LLC, WHETHER UNDER THE APPLICABLE LIMITED WARRANTY OR UNDER ANY OTHER WARRANTY IMPLIED BY LAW OR EQUITY, FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, READ WINDOW PRODUCTS, LLC HEREBY DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE, TO THE EXTENT PERMITTED BY LAW, LIMITED IN DURATION TO FIVE YEARS.

Some states do not allow the foregoing exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you and you may have other rights available in your state. No person employed by Read Window Products, LLC or otherwise is authorized to extend or alter this limited warranty, with the exception of the General Manager of the company.

CLEANING AND MAINTENANCE INSTRUCTIONS:

Do not use any cleaning methods involving heat, bleach, abrasives, or solvents. Use of these methods will void the product warranty.

Roller shade fabrics can be cleaned by regular dusting or vacuuming with a soft brush attachment. For stained shades, brush the fabric with a mild detergent and thoroughly rinse. Allow the shade to dry completely before raising. Do NOT completely immerse the fabric. If commercial spot cleaners are used, they must first be tested and allowed to dry in an inconspicuous area to ensure compatibility.