

Kirei USA, LLC
Direct Sales General Terms and Conditions
Last Updated: 2/2/2024

The following Direct Sales General Terms and Conditions apply to all Product sales by Kirei USA, LLC ("Company").

1. PRICES & TAXES

- a. All prices are to be paid in US Dollars and are subject to change by Company without notice (except as to outstanding purchase orders confirmed and accepted by Company in writing).
- b. Prices are exclusive of applicable federal, state, provincial, and local taxes, which will be added as separate line items on each invoice unless a valid tax exemption certificate is on file with Company.
- c. Prices are exclusive of freight and insurance, which will be added to the invoice where arranged by Company.

2. PRODUCT ORDERS

- a. All orders must be placed by email in the form of a purchase order and are subject to acceptance by Company. NO VERBAL ORDERS ACCEPTED. Purchase order must include:
 - i. Billing information
 - ii. Shipping address
 - iii. Receiver contact name and phone number
 - iv. Products ordered, including item, quantity, color, and style

Any terms in a purchase order other than the above that supplement or conflict with these General Terms and Conditions will be void and of no effect.

- b. Purchase orders must have all required information to be accurately processed and have correct pricing applied.
- c. Unless otherwise agreed by Company in writing, purchase orders for larger quantities or dollar amounts, custom orders, and special-order items require a deposit and/or full prepayment at time of order as determined by Company in its sole discretion and may require additional lead time.
- d. Contact Kirei Customer Service for applicable lead times for each Product.
- e. All orders are subject to availability and applicable lead times as determined by Company in its sole discretion.
- f. Company does not guaranty delivery dates and is not responsible for delays in shipment.
- g. Company reserves the right to charge a storage fee of 2.5% of the order amount per month (pro-rata) for orders retained by Company more than 2 weeks after the order's estimated ship date as a result of purchaser's request or fault.

3. PAYMENT AND CREDIT TERMS FOR STANDARD ORDERS

- a. All purchases require payment of 100% of the invoice amount in advance except to the extent Company expressly agrees in writing to other payment or credit terms for purchaser.

4. CUSTOM AND SPECIAL ORDERS

- a. Prepayment in full is required for all custom and special order Products.
- b. Custom and special order Products are non-cancellable, non-refundable (including without limitation all deposits and pre-payments), and non-returnable.
- c. Orders for custom and special order Products include those where designated as such by Company at time of order, but in general are orders for Products with color, imaging, printing, size and/or other specifications or requirements not regularly produced and stocked by Company.

5. SHIPPING/HANDLING/FREIGHT/WILL CALL

- a. Except for Will Call orders (those to be picked up at Company), Product orders will be delivered to the receiver at the address specified in the purchase order.
- b. Will Call orders must be pre-arranged at least 24 hours prior to pick up, and a pickup appointment is required. Pickup appointment contact information will be sent to purchaser after the order is processed.
- c. A freight/handling/crating charge may be applied to each order.

6. TITLE AND RISK OF LOSS

- a. Title and risk of loss transfers to purchaser upon delivery of the Product in accordance with the applicable purchase order. For will call orders picked up at Company's facility, this means risk of loss transfers to purchaser immediately upon purchaser taking possession of the Product at the facility.

7. PRODUCT RETURNS

- a. Only Product originally purchased from Company may be returned subject to these General Terms and Conditions and any other applicable agreement between Company and purchaser. Return process must be initiated and confirmed by Company within 30 days of the invoice date for a refund, less return shipping charges and a minimum restocking fee of 20% of the purchase order or \$200.00, whichever is greater. No return requests initiated more than 30 days past the invoice date will be accepted.
- b. Orders for custom, special order (non-stock), discontinued and "limited availability" Products are non-cancellable, non-refundable (including without limitation all deposits and pre-payments), and non-returnable.
- c. All Product approved for return must be received by Company within 60 days of initial delivery in its original packaging and in unused, resalable condition. Product returns will be inspected prior to issuing a refund.
- d. Return shipping of Product is at purchaser's risk of loss and expense.
- e. Return credit or refund will be based on prices in effect at time of invoicing and, without limiting purchaser's obligation to return the Product in resalable condition, is subject to deduction for any expense incurred by Company in restoring items to good, resalable condition.
- f. A refund check or credit will be issued within 30 days of receipt and inspection of the returned Product for qualifying returned Product. No refund or credit will be provided until the return request has been approved and the original Product has been returned to Company.

8. LIMITED PRODUCT WARRANTY

- a. See Limited Product Warranty at Company website at www.kireiusa.com for any Product limited warranty that may apply. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND, EXCEPT FOR ANY SUCH APPLICABLE KIREI LIMITED WARRANTY, PRODUCTS ARE PROVIDED AS-IS.

9. REJECTION OF PRODUCT ORDER BASED ON NON-CONFORMITY INCLUDING CLAIMS OF EXCESS OR SHORTAGE IN PRODUCT QUANTITY

- a. All rejection of Nonconforming Product is subject to the following requirements:
 - i. Purchaser shall inspect all orders and notify Company of Nonconforming Product within five (5) days of receipt of the order (the "Inspection Period");
 - ii. Purchaser shall note any immediately identified damage on the bill of lading;
 - iii. Purchaser shall promptly provide Company with evidence of the claimed nonconformity as reasonably requested by Company, including photos of the nonconformity.
 - iv. If Company so requests, purchaser shall return the Nonconforming Product to Company at Purchaser's expense and risk of loss.
 - v. Upon confirmation of the validity of the rejection by Company, Company will issue a refund for or replace the confirmed nonconforming Product at Company expense and will refund to purchaser the shipping cost of returning the original Nonconforming Product. No Product or refund will be provided by Company for Non-Conforming Product until the claimed non-conformity is validated by Company.
- b. "Nonconforming Product" means Product that, when received (i) is damaged or defective, (ii) is the incorrect item under the applicable confirmed purchase order and/or (iii) exceeds the quantity of an item as indicated on the applicable purchase order or, without Company acknowledgment, is missing from the delivered order based on the applicable confirmed purchase order.
- c. Orders not properly rejected within the Inspection Period are deemed accepted by purchaser.

10. PRODUCT VARIATION

- a. Products may exhibit slight color and size variations which variations do not constitute a Product defect. Please check product detail sheets for Product specifications.
- b. Please carefully read installation guide and inspect all Products for acceptable appearance BEFORE fabrication or installation.

11. INSTALLATION AND APPLICATION

- a. By accepting these terms purchaser acknowledges having read the applicable installation guides as provided by Company and understand the proper use and installation of the Products.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE SALE OF THE PRODUCTS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY BY PURCHASER FOR PRODUCTS DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

13. CUSTOMER UNDERTAKINGS FOR CUSTOM ORDERS. The following terms and conditions apply to all orders for which Purchaser has or will provide Company one or more specifications, designs, trade secrets, features, images, text copy, logos, trademarks, or other intellectual property or material that Company must print, reproduce, or otherwise incorporate into a product or use to fulfill the order (collectively, "Purchaser Materials"):
- a. Purchaser represents and warrants to Company that (i) Company's use of the Purchaser Materials in fulfilling the order will not cause Company to infringe the trademark, copyright, patent, rights in likeness, privacy rights, or any other intellectual property or other rights of any third party, and (ii) Purchaser possesses all rights in the Purchaser Materials necessary for Purchaser and Company to process and fulfill Purchaser's orders.
 - b. Company reserves the right to decline to use any one or more Purchaser Materials or to fulfill the related order for any reason in its sole discretion.
 - c. Purchaser hereby authorizes Company to reproduce and otherwise use the Purchaser Materials for purposes of fulfilling Purchaser's order and for exercising and protecting Company's rights and remedies and complying with law.
 - d. Purchaser shall indemnify, hold harmless, and defend Company and its affiliates and their respective officers, directors, partners, members, shareholders, employees, agents, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including attorneys' and expert witness fees, fees and the costs of enforcing this provision, and the cost of pursuing any insurance providers that relate to, arise out of, or result from any actual or alleged infringement, violation, or misappropriation of intellectual property or other rights by one or more Purchaser Materials.

Purchaser's Acceptance of the Direct Sales General Terms and Conditions

Kirei Sales Order/Invoice # _____

Project Name _____

Purchaser Company _____

Purchaser Name _____

Purchaser's Signature _____

Date: _____