

CABANACOAST

Terms & Conditions of USA Sales

AGREEMENT TO TERMS:

The sale or supply of any product or services by CABANACOAST® operating under Actiwin Company Limited, (hereinafter referred to as CABANACOAST) its subsidiaries or affiliates, to the Purchaser (hereinafter referred to as Purchaser) is expressly conditioned upon the Terms & Conditions of Sale (hereinafter referred to as the Terms) contained within or referred to in this contract, as amended by the parties. You are advised to carefully read and understand these Terms before placing an order with CABANACOAST.

Any terms and conditions set forth in the Purchaser's purchase order or other communication that vary from those herein will not be binding unless specifically agreed to in writing by an authorized representative of CABANACOAST. Any purchase order or purchase order authorization by the Purchaser to furnish products or services constitutes acceptance of these Terms as amended. Neither party may assign, sublicense or transfer any rights or obligations under these Terms without the prior written consent of the other party. No modification to this contract shall be effective against either party unless evidenced in writing and signed by an authorized representative of each party.

GENERAL:

CABANACOAST is a privately owned, wholly Canadian company. All shipments are FOB CABANACOAST Mississauga warehouse unless otherwise noted in writing.

CABANACOAST sells B2B wholesale only to retail dealers and to hospitality and design industry professionals and purchasing entities. By submitting an order, the Purchaser warrants that it is a valid reseller as qualified above, and that it is making wholesale tax-exempt purchases for resale.

To establish a trade account with CABANACOAST the Purchaser shall provide CABANACOAST with a copy of the Purchaser's State Sales Tax Exemption Certificate and IRS or Federal Tax ID. Sales tax is not charged to the Purchaser due to the international (extra-USA point) order shipping location.

The Purchaser is to provide CABANACOAST with a valid resale or sales tax exemption certificate when establishing an account. By providing CABANACOAST the Purchaser's resale number, the Purchaser confirms its responsibility to collect relevant sales tax from its customer when it resells CABANACOAST'S products to the customer.

All sales are final, except in the event of a defective or nonconforming product as set forth herein. Warranty terms apply in the event of defects.

Cancellations on produced orders are not accepted.

No returns are accepted without prior written approval from CABANACOAST. A 25% restocking fee will be applied to all approved returns except in the event of a defective or nonconforming product. If a return is authorized for pickup, the product must be returned in the original packaging, to the extent feasible and in new and unused condition. All returns are subject to inspection upon receipt by CABANACOAST.

The possession of CABANACOAST's catalogue and/or price list do not constitute an authority to purchase or resell products manufactured by CABANACOAST. Products are sold on a select dealership basis as authorized by CABANACOAST and CABANACOAST reserves the right to decline orders from any prospective Purchaser or account or terminate a dealership in our sole discretion.

COM upholstery amounts are estimated based upon standard roll sizes and solid color; therefore, it is the responsibility of the Purchaser to notify CABANACOAST if any amounts need to be re-estimated specific to the COM upholstery chosen.

Harassment or abusive speech in the form of text, email or phone will not be tolerated.

CABANACOAST's limited warranty applies to all products purchased, with the exception of Customer's Own Material ("COM",) as noted below. CABANACOAST's limited warranty is posted in the public domain on our website and can be accessed by following the link below:

<https://cabanacoast.com/outdoor-furniture-warranty/>

The Purchaser is advised to carefully read and understand CABANACOAST's limited warranty before placing an order with CABANACOAST.

CABANACOAST's limited warranty does not cover the quality and durability of any upholstery materials, including COM, and CABANACOAST shall not be held responsible for flaws, defects, flame retardancy, wear, performance or fading of any upholstery or other materials, whether supplied by the Purchaser or CABANACOAST. In all cases, the fabric manufacturer's warranty applies. CABANACOAST shall pass through and assign all such manufacturers' and any other applicable warranties related to the goods to the Purchaser. The Purchaser is responsible for confirming that COM complies with all applicable regulations and codes.

PURCHASE ORDERS:

At the time when a purchase order is placed, the Purchaser must indicate the authorized delegate who is responsible for coordinating and communicating with CABANACOAST for questions, samples, etc. along with any other necessary approvals that are required to move an order forward. The purchase order must also indicate who and where an order will ship to, including the following details - name, address, phone number, contact name, hours of operation. The purchase order must include the product model number or be accompanied by the matching specifications as quoted by CABANACOAST in writing. Discrepancies between the purchase order and the quote provided by CABANACOAST will require the quote and/or the purchase order to be updated accordingly to reflect accurate information. All COM is to be clearly-defined within the product details of the purchase order.

It is the responsibility of the Purchaser to review the Proforma Invoice, Order Confirmation or Invoice With Balance Due and to advise CABANACOAST in writing of any errors or

discrepancies within three (3) days of receipt.

Revisions to purchase orders must be submitted in writing as either a revised purchase order or as a change order. The Purchaser understands that order revisions may result in the rescheduling of completion and delivery dates of an order.

CABANACOAST requires written consent from The Purchaser before an order is considered cancelled. Cancellations will not be accepted for custom merchandise unless approved in writing by CABANACOAST.

All product lead times provided are estimated. CABANACOAST is not responsible for back orders, manufacturing delays, supply chain or carrier delays, such as those caused by adverse weather conditions, or other conditions beyond CABANACOAST'S reasonable control. Every effort is made to process and ship an order as quickly as possible. Should an order be required by a specific date, this requirement must be clearly stated on the Purchase Order by the Purchaser so that CABANACOAST can make efforts to accommodate this need.

PRODUCT SPECIFICATIONS & WHOLESALE PRICE:

CABANACOAST shall make commercially reasonable efforts to represent all content and information about CABANACOAST products as accurately as possible on its website, catalogue or any other published product media. Product characteristics may vary slightly. CABANACOAST does not warrant that the website, digital and printed content are error-free. CABANACOAST reserves the right to correct any errors or omissions.

CABANACOAST reserves the right to alter product specifications without notice. CABANACOASTs reserves the right to discontinue any product at any time for any reason. Samples of materials and finishes on the products may be sent to the Purchaser upon request to be reviewed. It is the responsibility of the Purchaser to ensure that all materials selected and purchased meet both the environment and purpose in which such materials will be used.

Wholesale prices are subject to change based on market conditions without notice. All orders placed by the Purchaser are subject to final confirmation by CABANACOAST.

CABANACOAST is not responsible for and will not honour incorrect quotations from independent representatives. All prices and Terms are subject to correction for any errors including clerical or typographic errors. CABANACOAST reserves the right to refuse and/or cancel such orders.

COM:

Products made with COM fabric will be scheduled for production only after receipt and inspection of all COM by CABANACOAST. All COM must be shipped prepaid and clearly marked with the Purchaser's name and Purchase Order number, and a completed COM ID Tag submitted to CABANACOAST. Any materials received without identification will result in delays to an order. The Purchaser is responsible for all COM materials arriving to the factory in a timely manner and in good condition. CABANACOAST is not responsible for project delays resulting from any COM received late, damaged or packaged incorrectly to the factory. CABANACOAST takes no responsibility for the selection of materials chosen by the specifier and/or Purchaser and reserves the right to refuse any COM or to require a written unconditional release prior to production of products using the COM. CABANACOAST warranties do not extend to COM. All COM fabric defect related claims are the sole responsibility of the Purchaser and fabric vendor.

FIRE CODES:

CABANACOAST upholstered items meet the requirements of the California Bureau of Home Furnishings Technical Bulletin 117-2013. It is the sole responsibility of the Purchaser to specify fire code classifications that meet the jurisdictional agency of the location where the items are to be installed, if other than the code noted above.

PAYMENT:

All orders are required to be paid in full prior to shipment except for Net 30 accounts whereby satisfactory credit terms have previously been established with CABANACOAST and Net 30 terms have been granted. Unless written permission is granted by CABANACOAST, all orders are prepaid, and require a deposit of 50% of the total proforma invoice amount in order to allocate inventory to the order and to start production. Inventory is allocated and production is started for Net 30 accounts orders once the order is finalized and/or approved by the Purchaser. A non-refundable 50% deposit is required for all special or custom orders. Delayed receipt of payment will delay production and delivery. Purchase orders received without a required deposit will be held pending the receipt of the deposit payment.

All payments must be received from the Purchaser as identified in the purchase order. No third-party payments will be accepted, unless approved in writing. Acceptance of third-party payments is an accommodation and does not create any relationship between CABANACOAST and the third party. All payment shall be paid in USD, and may be payable via cheque, wire transfer, or credit card.

CABANACOAST reserves the right at its sole discretion to establish or alter credit limits or terms, to delay shipping of products or to require alternate payment terms based on the Purchaser's payment history and financial status.

PRODUCT SHIPMENT & DELIVERY:

Any postponement of shipment beyond CABANACOAST's scheduled ship date may be subject to storage fees. CABANACOAST will ship products as such products are ready to be shipped per the scheduled ship date unless the Purchaser's purchase order acknowledgement or proforma invoice specifically states "Ship Complete" to indicate that all products should be shipped at one time.

Shipments via CABANACOAST's freight service to the contiguous USA include custom clearance and follow the current published Shipping Rates Chart. Actual freight applies to offshore USA and beyond points (rural or difficult to access destinations as identified by CABANACOAST's freight forwarder) or CABANACOAST can arrange shipping to a freight forwarder or consolidator in the contiguous USA as designated by the Purchaser to complete the final delivery stage.

An IRS#/EIN for the Purchaser is required for all shipments entering the USA for tracking purposes per US Customs & Border Patrol (US-CBP) and the Department of Homeland Security mandate.

Once an order ships (using CABANACOAST's designated carrier) the following documents are

CABANACOAST by Actiwin Company Limited | 7429 Ninth Line Mississauga Ontario Canada L5N 7C3 | T 905.785.9988 TF 1.855.502.9988 | E patio@cabanacoast.com | W www.cabanacoast.com
Rev. Feb. 9, 2024

provided to the Purchaser:

- Copy of Bill Of Lading (BOL) with tracking number and instructions
- Copy of Packing Slip
- Copy of Invoice - this does not accompany the shipment, it is provided as a reference

Residential delivery service or white glove delivery service are not standard delivery options but may be available on a case by case basis at extra expense. Standard delivery options are street level or curbside delivery only. Standard freight rates are based on commercial address with loading dock; for dock-less deliveries, a Tailgate/Liftgate Service Fee will apply.

An Over-Sized Item Charge of \$150 per oversized item will apply on certain items, such as cantilever umbrellas and tables 86" in length or more.

Address or service changes which are requested once the shipment is in transit will incur actual shipping charges and/or re-direct fees.

Product delivery dates are estimated and are not guaranteed.

Shipments are packed for maximum efficiency. Special packaging or handling requests will be reviewed on a case-by-case basis and may result in additional cost to the Purchaser. All products are considered to be in good condition and error free when delivered, unless reported by the Purchaser to CABANACOAST in writing as noted below. CABANACOAST is not liable for storage or redelivery charges for failure to accept delivery when made by the carrier.

Visible freight damage must be noted on the BOL by the receiver when signing receipt of the shipment and must be claimed by the Purchaser to CABANACOAST with model number(s) and pictures showing damage to the external packaging for filing of freight claims within 7 business days of receipt of product. Claims for shortages, mis-ships or concealed freight damage are handled under warranty on a case-by-case basis and must be claimed by the Purchaser to CABANACOAST within 7 business days of receipt of product with model number(s) and accompanying pictures.

If damage to cartons or products occurs after delivery is accepted, the Purchaser acknowledges that repairs or replacements of product are the responsibility of the receiver who has signed for and assumed responsibility of the product. CABANACOAST is released from liability, financially or otherwise, of repairs and/or replacement of damaged product occurred by a party not contracted by CABANACOAST. The CABANACOAST standard warranty encompasses factory defects only and does not apply nor cover damaged product resultant from, but not limited to improper handling, warehousing, secondary shipments and/or installation. CABANACOAST will review all claims to assist with providing solutions to maintain quality standards of the product expected by the Purchaser.

Third party shipping and/or customs clearance using Purchaser's designated carrier and/or customs broker is available upon request. All third-party freight companies must supply CABANACOAST a BOL prior to picking up the shipment.

INTELLECTUAL PROPERTY:

All content, whether printed, digital or online, such as photos, text, logos or graphics, are copyrights with the copyrights owned exclusively by CABANACOAST, and are protected by

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worldwide copyright laws, intellectual property laws and treaty provisions. The Purchaser hereby agrees to comply with all copyright laws in their use of said content and to prevent any unauthorized copying of said content. CABANACOAST does not grant any agreement of use, express or implied, under any intellectual property, patents, copyrights, trademarks or trade secret information.

Use of said content is strictly prohibited by any party without the express written consent of CABANACOAST, or of such third party that may own the trademarks displayed. Any unauthorized use of said content may violate intellectual property laws, copyright laws, trademark laws, the laws of privacy and publicity and communications rights and statutes.

The Purchaser may not link to CABANACOAST's website www.cabanacoast.com in any way that might cast CABANACOAST in a false or misleading light. The Purchaser or website user may not frame CABANACOAST's website content so that it is viewed on another site. The Purchaser or website user may not use metatags or any other form of hidden text that incorporates CABANACOAST's name or intellectual property without CABANACOAST's express written consent.

The Purchaser automatically forfeits their rights to intellectual property for any unsolicited ideas submitted to CABANACOAST. Any ideas submitted to CABANACOAST by any of its employees or representatives automatically become the property of CABANACOAST.

RELEASE OF LIABILITY:

CABANACOAST is by no means liable to the misuse of products sold. CABANACOAST recommends that all products and parts be installed by a licensed professional following local law and code.

CABANACOAST is not responsible for third party websites accessed via links on CABANACOAST's website: www.cabanacoast.com, such as Facebook, Instagram, etc. or for content posted by site users, such as product reviews, etc. The Purchaser agrees to indemnify and save harmless CABANACOAST, its employees and any related service providers or agents against any and all losses, damages, and expenses related to any violation of these Terms.

PRIVACY POLICY:

CABANACOAST does not sell or distribute personal information. Any customer information is captured for the sole purpose of purchasing and shipping. When the Purchaser visits CABANACOAST's site or contacts CABANACOAST via email, text or telephone, they consent to receive communications from CABANACOAST electronically or by telephone. The Purchaser agrees that all notices, disclosures, agreements and other communications CABANACOAST provides electronically will satisfy any legal requirements that said communications be in writing.

INDEMNIFICATION:

CABANACOAST shall indemnify, defend and hold harmless Purchaser and its agents, employees, officers, directors, subsidiaries, affiliates, successors and assigns from and against all liens, claims, liabilities, losses, damages, injuries, actions, proceedings, encumbrances, judgments, reasonable attorneys' fees, expert fees and court costs ("Claims"), arising out of or resulting from: (i) the goods, (ii) breach of this Agreement or any of CABANACOAST's representations or warranties contained herein, (iii) the acts or omissions of CABANACOAST, its employees or subcontractors in connection with this Agreement, and (v) any claim or action of a third party alleging infringement of any trademark, patent, copyright, trade secret or other intellectual property rights with respect to the goods provided to Purchaser. This obligation shall not extend to Claims to the extent caused by Purchaser's gross negligence or willful misconduct.

INSURANCE:

CABANACOAST agrees to carry and maintain during the term of the Agreement, at its sole cost and expense, adequate insurance to cover its obligations under this Agreement. Such insurance shall include but is not limited to: (i) Commercial General Liability Insurance for limits of not less than Three Million Dollars (\$3,000,000.00) combined single limit for each single occurrence and Five Million Dollars (\$5,000,000.00) aggregate. Insurance must be with companies licensed to do business in the United States and have an A. M. Best's Financial Strength rating of A- VII or better. CABANACOAST insurance will be primary and non- contributory with respect to all obligations assumed by CABANACOAST under this Agreement.

FORCE MAJEURE:

Neither party shall be held liable or responsible for any failure or delay in the performance of its obligations under this Agreement to the extent such failures or delays are caused by (i) acts of war, (ii) terrorism, (iii) civil riots, (iv) government mandates related to a declared health pandemic, and (v) Acts of God, including but not limited to floods, windstorms, and tornados, which make performance illegal or impossible (collectively referred to as "Force Majeure Events"). The parties expressly acknowledge that Force Majeure Events specifically exclude financial inability to perform, economic conditions, and events relating to a party's fault or negligence. Upon the occurrence of a Force Majeure Event, the parties' respective obligations hereunder will be excused fully, without any penalty, for the duration of the Force Majeure Event. Should the Force Majeure Event continue beyond fifteen (15) days, or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement.

COMPLIANCE WITH LAWS:

The parties shall perform all their respective obligations under these Terms in compliance with all applicable laws, regulations, ordinances or codes, including, without limitation, environmental and labour laws and Occupational Health & Safety regulations.

VIOLATIONS:

Please report any violations of these terms in writing via email to patio@cabanacoast.com.

TERM & TERMINATION:

These Terms are effective as of the date indicated in the Purchaser’s signature block hereto (“the Effective Date”) and shall continue for so long as CABANACOAST and the Purchaser are actively engaged in the purchase of products hereunder, or until terminated by either party in accordance with the Terms set forth herein.

CONTACT US:

You may contact CABANACOAST with any questions regarding this Agreement by email at: patio@cabanacoast.com or by mail at: CABANACOAST By Actiwin Company Limited 7429 Ninth Line, Mississauga, Ontario Canada L5N 7C3.

Accepted By Customer

Company Name: _____

Name: _____

Title: _____

Signature: _____

Date: _____