



TERMS AND CONDITIONS

TERMS: Upon credit approval, payment terms are 30 days from ship date. A service charge of 2% per month will be added to all past due accounts. All orders must include a written purchase order.

PRICES: Due to the ongoing volatility of the U.S. market—which can be influenced by tariffs, trade policies, and capacity constraints—Zuma Lighting (“Seller”) provides the pricing in this quote subject to the following terms:

1. Price Adjustment Clause

- The quoted prices remain firm for thirty (30) days from the issue date of quote.
- After this period, pricing may be reviewed and adjusted based on changes in the market price of material and/or components, unless a longer price hold (exceeding 30 days) has been specifically stated in this Memo.
- Zuma Lighting reserves the right to adjust pricing accordingly.

2. Tariff and Regulatory Adjustment Clause

- Should any new or modified tariffs, duties, quotas, or other regulatory changes directly impact product costs, Zuma Lighting reserves the right to pass along such cost changes to the Buyer.
- Written notice will be provided in the event of such adjustments.

3. Force Majeure and Supply Constraints

- In the event that government actions, capacity constraints, or force majeure events prevent Zuma Lighting from obtaining components or material at commercially reasonable prices, Zuma Lighting may, without penalty:
 - Adjust lead times,
 - Modify pricing, or
 - If necessary, suspend performance of the agreement.

Please confirm acceptance of these terms prior to proceeding with an order.

TAXES: All invoices are subject to federal, state and local taxes. These taxes will be added to the invoice where applicable. A valid California resale card is necessary for exemption.

HOLD ORDERS: Orders without specific release dates will not be scheduled for production until a definite date has been received by Zuma Lighting. Shipping schedules will be assigned and acknowledged at time of release.

FREIGHT/SHIPPING: All shipments are FOB shipping point and FFA allowed at \$3,500 and higher, per (order) shipment, per destination in the Continental United States. FFA allowed at \$5,000 for Alaska, Hawaii and Canada. Special packaging instructions or split shipments (to arrive at different locations) may incur additional charges. Accessorial charges will apply to special delivery requests and requirements, such as for school, construction, residential or inside deliveries and for needed special equipment such as flatbed and lift gate trucks. Anchor bolts shipped prior to poles will be sent prepaid and the freight will be added to the invoice. Consult with factory for shipping options. All claims for loss or damage in transit must be made to Zuma Lighting by consignee within ten (10) days of receipt. Material will be prepaid and billed to our customer unless otherwise stated in writing by Zuma Lighting.

SCHEDULED SHIP DATE: The scheduled ship date is an estimated date only—the best approximation but not guaranteed date of delivery. Factory will not be penalized with charges resulting from delayed shipments or acts caused by carrier’s ability to ship by the scheduled ship date.

CARRIER OPTION: Zuma Lighting will ship goods using the best economical route and if possible, consolidate shipments. If alternative shipping means are requested by the buyer, the buyer is responsible for the additional transportation cost.

CANCELLATION: See cancellation policy.

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RETURNS: No material can be returned without prior approval, in writing, from factory. All return requests must be accompanied by a return goods authorization (RGA), issued by the factory. RGA must be requested within thirty (30) days from receipt of materials. Returned shipments must be made within 30 days of receiving an RGA or cannot qualify for credit. Standard returned products accepted for credit are subject to a minimum 35% restocking charge. Returned materials are subject to factory inspection to assess for damage or other factors which will further affect the percentage of credit offered. Returned materials are subject to freight charges (both directions) and are not included in the restocking fee along with any reconditioning charges which may be necessary. Special custom-made products are not returnable.

CREDIT: Payment is C.O.D., unless an account has been established with Zuma Lighting. Normal time to establish an account is one to two weeks.

CUSTOM ITEMS: No special order will be entered into production cycle without written acceptance of approval from the customer and a minimum deposit of 50% of the total order has been received. Once entered into production cycle, custom or modified orders are non-cancelable, and deposit is non-refundable.

GENERAL: Factory reserves the right to change specification features without notice. All claims will be void with the addition of flags, banners, streamers, ropes or any items hanging from poles

WARRANTY: Refer to Zuma Lighting, LLC Limited Product Warranty.

ARBITRATION: Any dispute, legal action, arbitration, or claim arising out of, or relating to this policy, or breach thereof, shall be settled in Los Angeles, California. If arbitration is agreed upon, it will be in accordance with the rules of the American Arbitration Association. Judgments upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, within the State of California.

ATTORNEY FEES: In the event suit or other proceeding shall be brought for the recovery of purchase price, or any unpaid balance or the breach by purchaser of any item therein contained, purchaser shall pay to Zuma Lighting, LLC, in addition to any damages provided by law, reasonable attorney's fees, court costs and interest.

LIMITATION OF LIABILITY: Zuma Lighting, LLC shall not be responsible, obligated or liable for any injury or damage resulting from an application or use of its products, either simply or in combination with other products. Zuma Lighting, LLC sole liability for breach of warranty or any other claim shall be limited to repair or replacement of products, or return of purchase price, at Zuma Lighting's sole option. Zuma Lighting shall not be liable for damages including but not limited to consequential or special damages arising out of or in connection with the use of performance of the products or arising out of acceptance of a specific order.

HOLD FOR RELEASE (HFR): Zuma Lighting defines Hold for Release (HFR) Orders as any order received where the customer has not released the material for shipment, subject to approval of submittals and/or staging requirements of materials for the project. Note that HFR orders are used for planning and informational purposes only as Zuma Lighting does not allocate any materials nor do we schedule any production for HFR orders until the orders have been released in writing for production by the distributor. Pricing is not held or otherwise guaranteed unless so indicated on the quotation and must be updated to the price in effect at the time of release. To have pricing held, material allocated, and production planned - please enter a fully released order noted as either "Release for Immediate Shipment" or "Release But Do Not Ship Before __ / __ / __ " with a ship date within 90 days of the released order date.