

This document is for orders of less than 10 units of any single item. For volume sales please see our wholesale terms and conditions.

*As Purchaser of Oehl Interiors LTD (“Oehl Interiors”) products, the Purchaser agrees to the following terms and conditions of sale:*

### Prices

Prices shown on Oehl Interiors price lists are prices at the present time and are subject to change. Quoted prices are held for 30 days from the date of issue. Custom and modification products are priced on a quotation basis.

### Ordering

Product orders must be confirmed in writing by email to [sales@oehlinteriors.com](mailto:sales@oehlinteriors.com) and payment in accordance with Payment Terms below. The effective date of such order confirmation will be the date on which both of these steps have been completed by the Purchaser. Verbal orders will not be considered valid. Product orders (excluding custom orders) can be changed, cancelled or modified up to 48 hours from order confirmation. Custom and modification orders can only be cancelled or changed by further mutual written agreement between Purchaser and Oehl Interiors (which may require additional charges). Requests for modifications, changes and cancellations must be emailed to [sales@oehlinteriors.com](mailto:sales@oehlinteriors.com).

### Modifications

Oehl Interiors prides itself on its ability to work with customers to modify its current Product collections to better suit its customer’s needs. Modifications include but are not limited to customising the length of a fixture, the fixture’s drop, using special hardware or hardware finish, body finish or wood species, as well as changing the installation region (please see Electrical Safety Compliance section below). Modifications of Product collections that deviate significantly from what is outlined in their specification sheets, such as dimensions greater

than or less than the maximum or minimum length or drop/standoff and other dimensional or scale changes will be considered a custom project.

Oehl Interiors is pleased to consider all requests for customization, provided they are submitted in writing and that the Purchaser and Oehl Interiors approve them and the pricing adjustments prior to production. Depending on the type of request, modifications may be subject to a fee of \$95 plus the labour cost of design alteration at \$95 per hour, plus excess material cost, as applicable. All such additional charges will be provided in a revised quotation by Oehl Interiors in reply to any request for modification and will, as part of order confirmation by the Purchaser form part of the purchase price and be subject to the Payment Terms set out below.

## Custom Projects

Oehl Interiors takes satisfaction in developing unique lighting solutions. Custom projects are products and fixtures are considered to be standalone products and not part of Oehl Interiors current product collection and are therefore highly individualised to suit the clients needs.

The comprehensive consultation and design process will be subject to a fee of \$380 to attend site meetings, design meetings, provide design drawings, and 3D renders as applicable. If this exceeds 4 hours, \$95 per hour will be charged in addition. On approval of the working design from the client the cost of project production will be quoted. Oehl Interiors reserves the rights to all designs and intellectual property produced in this manner.

## Electrical Safety Compliance

All lighting Products produced by Oehl Interiors such as, Standard Configurations, Modifications and Custom Projects are certified under the CSA SPE-1000 program and are approved for commercial and residential use in Canada. This CSA program is intended for small batch producers and small run product lines. Each Product is individually tested against the relevant standards and codes for compliance and labelled by a Certification Body (CB) such as Underwriters Laboratories (UL), Intertek (ETL), and the Canadian Standards Association (CSA). Each product is accompanied by a copy of the compliance report from the CB. Oehl interiors will gladly assist Purchasers from areas outside of Canada to ensure compliance of Oehl Interiors Products with their local safety standards when notified at the time of ordering.

## Lead Times

Standard products have a typical lead time of 4-8 weeks from order confirmation. Modification orders may take up to 10 weeks instead of typical lead times. Custom projects will be attributed a lead time at issue of quotation. While Oehl interiors endeavours to ensure timely delivery of all orders, it cannot accept liability for delays beyond its control such, but not limited to, supply chain disruption, common carrier delays and postal strikes. In the event of such delays, Oehl Interiors will communicate to the Purchaser updated lead times and alternative solutions, as applicable.

## Payment Terms

Standard Products and Modified Products require payment in full concurrently with order placement. As noted above, once Oehl Interiors has received payment and acknowledged an accepted order request, the order is deemed to be confirmed. Custom projects require a 50% non-refundable deposit for production to begin and the final 50% paid upon confirmation of delivery (or installation, if Oehl Interiors is providing installation service). Any unpaid invoices over a month past the due date will incur an additional interest charge of 2% per month (compounded monthly and 2.01844% annual rate) will be applied to all outstanding accounts. Oehl Interiors reserves the right to withhold shipment of orders pending the payment of any overdue accounts.

Payments are accepted from all major credit card providers, wire transfers, interac etransfer (Canada only). All prices published or quoted by Oehl Interiors are in CAD\$ and all payments for all Products are to be made in CAD\$ unless otherwise agreed in writing by Oehl Interiors and the Purchaser.

## Freight and Shipping

From Vancouver, Canada, Oehl Interiors ships internationally. Shipping charges are in addition to Product pricing and will be estimated by Oehl Interiors for the Purchaser concurrently with order confirmation. However, Oehl Interiors will not be responsible for any variations from this estimate (unless caused by Oehl Interiors' gross negligence) since pricing can be altered (after shipping) significantly by taxes, customs and brokerage fees, import/export tariffs and other variable charges associated with international and local shipping. Unless otherwise requested by the Purchaser, Oehl Interiors will select the method of shipment, type of

transportation insurance, and protective packaging of the Products and will include a summary of this on the order confirmation. While Oehl Interiors makes every attempt to utilise trusted and reputable shipping, insurance and packaging firms and techniques, Oehl Interiors cannot be held liable for any defects or delays caused by any third parties providing these services and the Purchaser assumes all risk of loss, delay, or damage caused by such third parties. The Purchaser is free to arrange all shipping, insurance and packaging at their own expense and with their own agents if this is preferred.

Oehl Interiors fully tests and warrants its Products are defect free prior to packaging for shipping and will provide photos of the Products being packaged along with the packing list, bill of lading, terms of carriage contract, any tracking features, and any other available information to each Purchaser at the time of shipping. All Products are shipped EXW (Ex Works Place - Incoterms 2020). Accordingly, all title, as well as all risk of loss or damage is then transferred to the Purchaser upon physical custody of the Products being given by Oehl Interiors to the freight carrier (or Purchaser or Purchaser's agent where Purchaser has arranged for direct pick-up or its own freight carrier). Where Oehl Interiors has arranged for shipping, Oehl Interiors will provide all reasonable cooperation with and assistance to the Purchaser with respect to the Purchaser's claims against such freight carrier, provided that if any additional fees are payable to the freight carrier, those will be payable by the Purchaser in advance.

## Warranty

Oehl Interiors warrants ("Limited Warranty") its products only to the purchaser that first receives the Product, that the Product will be free from defects in workmanship and materials for a period ("Limited Warranty Period") of 2 calendar years after the confirmed date of delivery to the Purchaser's shipping point. This Limited Warranty does not apply to and expressly excludes coverage for anything related to or caused directly or indirectly by: normal wear and tear, tampering, misuse, accident, abuse, neglect, improper installation, misapplication (ie. selecting the wrong Product for the installation), alteration of any kind, disaster, defects due to repairs or modifications made by anyone other than Oehl Interiors or an authorised service representative of Oehl Interiors.

This Limited Warranty and all legal rights and obligations created between the Purchaser and Oehl Interiors by these terms and conditions as confirmed by an order confirmation are governed by the laws of British Columbia, Canada and in the event of any dispute the parties irrevocably agree that the courts of British Columbia will have exclusive jurisdiction over any such dispute and each party now irrevocably agrees to submit to and attorn to such jurisdiction regardless of any conflict of laws treaties or other rules to the contrary. The United

Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

See warranty agreement document for details on how to make a warranty claim.

## Returns

Returns are accepted for all standard product configuration. Modifications and Custom projects are not eligible for return. Returns are accepted in an unopened state and will be subject to a 30% restocking fee. The Purchaser is responsible for all shipping, handling and customs costs associated with the return.

## Indemnity

Selection, installation and use of goods is the responsibility of the Purchaser and therefore the Purchaser agrees to defend and indemnify Oehl Interiors against any and all claims arising from selection installation and use of the Products whatsoever, save and except and then only to the extent caused or contributed to by any wilful or grossly negligent act or omission of Oehl Interiors.