TERMS AND CONDITIONS OF SALE

1. INTRODUCTION

These Terms and Conditions of Sale ("Terms") govern the sale of products and services (individually and collectively, "Products") by Design Furniture Solutions, LLC., DBA Frezza America ("Seller"), a Florida limited liability company, to you - the end customer ("Buyer"). By placing an order and/or paying for any Products, the Buyer agrees to be bound by these Terms. These terms supersede and take precedence over any other terms and conditions Buyer may have proposed with respect to the purchase of any Products. These Terms and any price list provided by Buyer shall not constitute an offer or create any exclusive relationship, and may be amended at any time.

2. BUYER'S ORDER

Buyer's order for Products (a "Purchase Order") must be in writing and must provide complete physical address, telephone number, email address, for both billing and shipping purposes. Purchase Orders will not be entered into production until Seller has received all the necessary information and the sale deposit. Seller is not obligated to accept any Purchase Order, and may reject any Purchase Order, with or without cause or reason, in its sole and absolute discretion. Seller's acceptance of a Purchase Orders will be by means of a written acknowledgment, and such acceptance is contingent upon receipt of the corresponding deposit. Buyer is responsible for reviewing Seller's acknowledgment to verify that all the information is correct. Any changes must be made within forty-eight (48) hours from receipt of Seller's acknowledgment (the "Review Period") - otherwise the order will be produced according to the Purchase Order, as accepted and acknowledged by Seller. Upon expiration of the Review Period, Buyer may not cancel the order. If Seller, in its sole discretion, agrees to cancel the order, a cancellation or restocking charge, up to the total amount of the order, may be charged. No agent, representative, or salesperson is authorized to change prices, discounts, terms, or conditions of sale, without Seller's prior written authorization.

PLEASE NOTE: It is Buyer's responsibility to notify Seller of specific and local fire code and safety regulations for final Product destinations, and such notice must be included in the Purchase Order (for purposes of price quotes, such notice should also be made at the time of requesting the quote). Seller reserves the right to make changes in price, dimensions, design, materials, and/or construction, without notice at any time prior to Seller's acceptance of a Purchase Order. All measurements and weights are approximate, and subject to change without notice.

3. PRICES AND PAYMENT TERMS

3.1. Prices. Product prices are stated in U.S. Dollars, Ex-Works/EXW (INCOTERMS 2020) Seller's facilities in USA. Prices do not include shipping charges, packing and crating charges, in-transit insurance, storage charges, sales, use, or other taxes, or installation. Prices may be changed unilaterally by Seller at any time prior to acceptance of a Purchase Order and, if the cost of raw materials or production increases by more than 3% (three percent) during the period between Seller's acceptance of the Purchase Order, and the delivery date, Seller may unilaterally increase the sales price to cover such increase.

3.2. Price Adjustment for Tariff Changes. If, following Seller's acceptance of Buyer's Purchase Order, there is an increase of more than three (3%) in any tariffs, duties, or similar governmental charges imposed on the importation of the Product(s) under the Purchase Order, Seller may (in its sole discretion) increase the price of the pertinent Product(s) in an amount equal to the cost of the increase incurred by Seller with respect to such Product(s). In such case, Seller shall notify Buyer in writing.

3.3. Payment Method. Payment shall be made in U.S. Dollars by bank transfer, check, or credit card payments (subject to a convenience fee).

3.4. Payment Due Date. Payment in full is due in advance of delivery, with a fifty percent (50%) non-refundable deposit due on or before Seller's acceptance of the Purchase Order [OR - If the order contains custom specifications, a 100% non-refundable deposit is required]. Buyer waives and agrees not to claim any offsets based on separate orders.

3.5. Late Payment. Seller reserves the right to suspend delivery, charge storage costs, and charge interest at a rate of eighteen percent (18%) per annum from the date payment is due and until Seller receives payment in full. In addition, Seller may cancel pending Purchase Orders (even if already accepted by Seller) if Buyer fails to make timely payment of any Purchase Order.

4. DELIVERY

4.1. Delivery Ex-Works/EXW. All Products are sold and delivered to Buyer, Ex-Works (EXW) (Incoterms 2020) Seller's facilities in USA. Risk of loss or damage to the Products shall pass to Buyer when Products are placed at the disposal of Buyer or Buyer's carrier at such facilities (receipt of the Products by Buyer or Buyer's carrier shall constitute a delivery). Any documentation relating to the order of the Products shall be deemed to be validly executed on behalf of the Buyer upon execution by Buyer or any employee, agent or carrier of Buyer (even if such individual has not been given full authority by Buyer to bind Buyer). Buyer shall be responsible for insuring the Products upon delivery. Upon delivery, Buyer or Buyer's carrier shall be responsible for transportation of the Products to the destination specified in Buyer's order.

Packaging, marking, and labelling will be done in accordance with the applicable legislation in the place where Seller's facilities are located. Buyer is responsible for ensuring that the packaging, marking, and labelling of the Products comply with the legislation applicable at the Products' final destination.

4.2 Shipping. If the Purchase Order designates a destination (as opposed to pick-up at Seller's facilities) for delivery of the Products, the Products shall nevertheless de deemed to have been delivered Ex-Works (EXW) (Incoterms 2020) Seller's facilities in USA, upon collection at such location by the carrier, which carrier may be selected by Seller in its sole and absolute discretion. All shipments must be prepaid, unless Seller has been instructed to ship freight collect. Seller does not guarantee the arrival time of any shipment, nor shall Seller otherwise be liable for the performance of the carrier.

4.3. Delivery Date. The estimated delivery date for the Products will be stated in Seller's acceptance of the order. Seller may deliver all or part of any order of Products in advance, or subject to a reasonable delay, without Buyer being entitled to cancel the order (in whole

or in part), claim compensation or indemnity, or obtain any other relief that is not expressly set forth herein. Seller shall not, under any circumstances, be responsible for delays in delivery due to force majeure, failures by third parties, product availability, provisions put into force by public authorities, strikes, etc., or any other cause beyond the reasonable control of Seller (including but not limited to delays by suppliers).

4.4. Refusal of Delivery. Buyer will be deemed to have refused delivery of the Products upon the expiration of five (5) calendar days from the date Seller notifies Buyer that the Products are available for delivery, or such earlier date as Buyer notifies Seller of its refusal to take delivery. Any costs or expenses incurred by Seller due to Buyer's refusal to take delivery of the Products will be charged to Buyer. Without limiting the foregoing, should Buyer refuse to take delivery of the Products (in whole or in part), Seller may declare the order cancelled in whole or in part, store the Products at Buyer's sole risk, and seek damages, without limiting any other relief to which Seller may be entitled at law or in equity.

4.5. Risk of Loss. Risk of loss or damage to the Products passes to the Buyer upon delivery, or Buyer's refusal of delivery.

5. INSPECTION

All Products are delivered by Seller in good condition. Buyer must inspect all Products immediately upon receipt, prior to signing the paperwork indicating acceptance. Any discrepancies, damages, shortages, and other non-conformities related to the Products must be filed by Buyer, as applicable: (a) for external damage, immediately upon delivery; (b) for missing items, immediately upon delivery; and (c) for concealed damage, within five (5) calendar days from delivery.

6. WARRANTIES

6.1. Limited Warranty. Seller warrants to Buyer that the Products will be free from defects in material and workmanship for ten (10) years from the date of delivery to Buyer, unless otherwise stated for specific products in the price list. The warranty for manufacturing defects of mechanisms, electrical mechanism, electronic, mechanical, hydraulic and pneumatic components lasts 2 years from the date of delivery to Buyer. This warranty is non-transferable, and any unauthorized repairs and modifications shall render the foregoing limited warranty void.

6.2 Exclusions. Seller's limited warranty (set forth above) does not cover defects in materials supplied by the Buyer or damage caused by accident, transportation, abuse, misuse, neglect, alterations, modifications, normal wear and tear, or other condition not existing at the time of delivery of the Products.

6.3 DISCLAIMER. SELLER MAKES NO WARRANTY TO ANY THIRD PARTY AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER EXPRESSLY DISCLAIMS ANY ALL EXPRESS WARRANTIES (except the limited warranty to Buyer as set forth above) AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS.

6.4. Warranty Claims and Support. To submit warranty claims and obtain warranty support services, the Buyer must contact Seller's customer service department at customercare@frezzamerica.com. Buyer must provide proof of purchase and a detailed description of the defect or issue to obtain service or relief for a warranty claim.

Upon timely receipt and verification of a valid warranty claim, Seller shall repair, replace, or provide a prorated rebate of the full purchase price of the Product as the sole and exclusive remedy for a breach of warranty. Replacement parts will be released at the same delivery point of the order for the original items that are being replaced. Seller may require the return of Products, or parts thereof, that Seller chooses to repair or replace. Buyer may not return any Products, or parts thereof, without Seller's prior written authorization. All returns shall be subject to verification on arrival at the location specified for the return of the Products or parts.

6.5 No Agency. Buyer is not authorized or empowered to make any representations or warranties on behalf of Seller, or to otherwise bind Seller to any obligation to any third party. Any warranty provided by Seller to any end customer shall be affixed to the Product, and Buyer may not alter or modify any such warranty in any manner.

7. RETURNS

Except as expressly set forth herein, no Products may be returned to Seller, and no refunds will be made by Seller.

8. LIABILITY

8.1. Limitation of Liability. Seller's entire liability for any claim arising out of or relating to the Products, including but not limited to the sale and use thereof and warranty claims, shall not exceed the purchase price of the corresponding Products.

8.2. Exclusion of Damages. Seller shall not be liable for any indirect, incidental, consequential, or special damage arising from or relating to the Products or the sale or use thereof.

8.3 Applicability. The limitation of liability and exclusion of damages herein apply in any action or proceeding, whether based on contract, negligence, or otherwise, even if Seller has been advised of the possibility of such liability, damages, loss, or injury.

9. INTELLECTUAL PROPERTY

The Product models shown in Seller's catalogues and described in price lists, as well as the trademarks and tradenames are, and remain, the property of Seller and/or Seller's suppliers, and are protected by trademark and/or copyright law. Seller reserves all rights to the design of the models shown. Many of the designs and technical features are further protected under international patents, either existing or pending. Seller protects all trademarks and products design by means of registration in the corresponding public offices. The reproduction of Seller's

catalogues, price lists, brochures, drawings, and all technical documentation is strictly prohibited. Advertising of the Products is prohibited unless authorized in writing, in advance, by Seller. Unless authorized in writing by Seller and/or its supplier, Buyer is not entitled to any right or license to use any of the intellectual property described herein. Buyer shall not either directly or indirectly reproduce or simulate, or cause or allow anyone to reproduce or simulate, any of such intellectual property. Further, Buyer is strictly prohibited from reproducing, or causing any third party to reproduce, any of the Product models or designs.

10. CHOICE OF LAW AND FORUM

Any controversy or claim arising out of, or relating to these Terms, or the sale or use of the Products, shall be determined by arbitration as governed by and interpreted under the internal laws (as opposed to conflicts of laws provisions) of the State of Florida, and the Federal Arbitration Act, administered by the American Arbitration Association under its Commercial Arbitration Rules (or, if the parties are domiciled in different countries, its International Arbitration Rules) in effect at such time and agree to execute any and all paperwork necessary to effectuate same; provided, however, that (a) either party may request and obtain preliminary injunctive relief pursuant to the applicable law (pending and subject to the arbitration award), and (b) the Florida statute of limitations (including without limitation, Chapter 95, Florida Statutes) are applicable to any claim arising out of, or relating to these Terms or this arbitration agreement. All arbitration hearings shall be conducted in the English language and shall be held in Miami-Dade County, Florida, U.S.A., by a single arbitrator who, at the request of either party, shall provide a written reasoned opinion. The award of the arbitrator shall be final and binding and judgment thereon may be entered by a court of competent jurisdiction. Should any provision, section or part of the Terms or this arbitration agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, that element of the Terms or this arbitration agreement may be severed and shall not affect the validity or enforceability of the remaining portions of these Terms or this arbitration agreement in that jurisdiction and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party agrees that service of process may be effected by notice given pursuant to the terms for notices given hereunder. In legal proceedings instituted to enforce these Terms and/or this arbitration agreement, the party who prevails in such proceedings shall be entitled to the award of its reasonable attorney's fees and dispute resolution costs, plus fees and costs incurred by it in executing and/or collecting any judgment, at all trial and appellate levels. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended from time to time, are excluded from application to these Terms or this arbitration agreement.

11. MISCELLANEOUS

These Terms will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, and assigns. All remedies set forth herein are cumulative and are in addition to any other remedies available at law or in equity. These Terms shall not be interpreted or construed more strictly against the party causing these Terms to be drafted. No amendment, modification, termination, or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced. These Terms constitute the entire agreement between the parties hereto, and supersede all prior agreements, understandings, and arrangements, both oral and written between the parties hereto, with respect to the subject matter hereof. These Terms shall be construed and governed by the laws of the State of Florida, USA, without regard to its conflict of laws rules or comity. These Terms may be executed and delivered electronically and/or in hardcopy, in one document or in counterparts, each of which shall be deemed a duly delivered original and all of which together shall constitute one and the same instrument.