

Terms and Conditions:

We are excited to partner with you to complete this project! Please carefully read our terms and conditions below and discuss them with your project consultant if you have any questions. Please also carefully review the Order Form and any drawings and finish schedules, as applicable. Upon your signed approval of the Order Form and any related documents, your order will be finalized internally and submitted to production as is shown in these documents. Orders cannot be cancelled, refunded, returned, or changed by the Buyer once the Order has been signed by the Buyer without CultureSpace written approval. All products are made-to-order and custom unless otherwise noted.

Applicability

These terms and conditions of sale (these "Terms") govern the sale of the products ("Products") by Evoque Group LLC, a Texas limited liability company d/b/a CultureSpace ("CBI Group" "us" or "we") to the buyer named on the accompanying Order Form ("Client" or "you"). The accompanying Solution Form (the "Order Form") and these Terms (collectively, this "Agreement") comprise the entire agreement between you and us, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Order Form will prevail over all terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if CultureSpace accepts or does not otherwise reject the purchase order. The Order Form specifically identifies the conflicting provision, and both CultureSpace and Client have initialed the conflicting provisions in the Order Form acknowledging that said Order Form provision shall control in that instance.

Standard Payment Terms

For individual orders under \$25,000.00, upfront pre-payment in full of the total amount indicated on the Order Form is required to process the order. Individual orders over 25,000.00 are payable as follows: (i) no less than 50% of the total amount of the order must be paid at the time of your order, and (ii) the remaining 50% of the total amount of the order must be paid no less than 48 hours prior to the initial installation date. Delay of payment can result in delay of project installation and may result in additional fees. The Client is responsible for payment of any and all state sales tax based on the applicable sales tax rate for the transaction, regardless of if the sales tax is reflected on the Order Form. Customers are responsible for any international customs fees, duties, and taxes that may apply to their orders. When applicable, you are responsible for any additional fees referenced in these Terms or the Order Form. ALL PAYMENTS ARE NON-REFUNDABLE.

ALL purchases made with credit cards are subject to a surcharge of up to 4%. CC or ACH payments are accepted through the CultureSpace payment portal which is linked on the applicable invoice. Clients may also pay by check. Any credit offered for future purchases shall expire if not used within ninety (90) days.

If you fail to pay any amount payable when that is due, CultureSpace may, in its sole discretion, charge you interest on the amount due at the rate that is the lesser of (i) 10% per annum, or (ii) the maximum amount permitted to be charged under Texas law, such interest to accrue from the date payment is due. In addition, you will be responsible for any attorneys' fees or other expenses incurred by CultureSpace in connection with the collection of any outstanding amounts due from you.

Cancellation

Orders cannot be cancelled, refunded, returned, or changed by the Buyer once the Order has been signed by the Buyer without CultureSpace written approval. All products are made-to-order and custom unless otherwise noted. In the event CultureSpace approves a cancellation of inventory product in writing a minimum 20% restocking fee will apply. Orders for which a cancellation request is not approved in writing by CultureSpace are due in full.

Delivery / Installation / Shipping

Delivery and Installation. Delivery and Installation charges shown on the Order Form are for delivery, installation, and cleanup of waste and packaging materials from items CultureSpace is providing at the delivery location indicated on the Order Form. All deliveries will be made Monday – Friday (excluding holidays) during normal business hours (8AM-5PM M-F). If Client requests an alternative delivery schedule, and CultureSpace is able to accommodate Client's request, CultureSpace may charge additional fees. Delivery and installation charges do not include stair carry. If freight elevator access is not available, CultureSpace may charge Client additional fees. CultureSpace may also bill the Client additional charges if free and ready access is not provided by Client. We are not required to move or assemble any additional items not described in the Order Form. If delivery or installation of Products requires any such items to be moved or assembled, delivery or installation of the Products in your order may be delayed or rescheduled and/or result in additional fees. Additional unforeseen install requirements such as elevator padding, floor protection, etc. may incur additional fees if not clearly communicated previously and included in writing on the Order Form. CultureSpace will not install, relocate, or disconnect any existing information technology equipment ("IT Equipment") to complete the installation. If CultureSpace determines that it is unsafe for it to deliver or install your Products, it will notify the Client and Client shall then be required to either (i) remove the unsafe conditions to CultureSpace's reasonable satisfaction, to allow CultureSpace to deliver and install the Products, or (ii) Client will be required to pick up the Products at CultureSpace's warehouse or another mutually agreed location and complete the delivery and installation itself.

The final layout shown in the Order Form will be followed by our installation team at the time of installation. If changes are made to this layout after you sign the Order Form, or if the layout of the room where the Products are to be installed that you provide to us is inaccurate, additional components may be required, which could affect lead-times and result in additional fees. Prior to delivery of your Products, you agree to remove all IT Equipment and any other equipment in the area where the Products are to be assembled and installed. CultureSpace shall not be liable for any damages to IT Equipment or other equipment left in the assembly and/or installation area, including but not limited to hardware, software applications, and configurations. Client specifically agrees to and shall indemnify, release, waive, defend and hold harmless CultureSpace, its affiliates and their respective employees, agents, contractors, owners and representatives, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, damages, actions, claims, fines, judgments, settlements, losses and expenses of whatever kind (including attorneys' fees and costs) arising out of or relating to (i) the any damage to IT Equipment or other equipment in the assembly and/or installation area, including circumstances where the Indemnified Parties are negligent in whole or in part (ii) the death or bodily injury of Indemnified Party occurring on your premises, except to the extent directly caused by our sole gross negligence or intentional act or (iii) your violation of applicable law. Delays caused by this activity may result in additional fees.

If your furniture requires a hardwired electrical connection, a licensed electrician is required to perform this part of the work. Any cancellation or rescheduling of installation dates must be received at least 72 hours prior to the scheduled installation date/time. Reschedule dates will be subject to availability; requested dates cannot be guaranteed. Last minute (within 72 hours of scheduled installation date) installation rescheduling will incur extra charges due to labor & equipment allocation and crew scheduling.

Any delay in responding to our communications to you, making payment or confirming critical installation information may result in a delay in project installation, rescheduling or other fees.

CultureSpace will not be liable for any delay or damage that occurred during shipping either to our warehouse or from our warehouse while the product is in custody of a freight carrier. Upon delivery, Client shall immediately inspect the products for conformity and visible defects.

In the event of a postponement or delay of the install date, at the Client request, CultureSpace may transfer the product to a CultureSpace or third-party storage facility at the Client's expense, and the Client will remain responsible for making all payments on the dates and on the terms set forth in these Terms and on the Order Form with respect to the scheduled install date. Storage and double handling may be charged for all merchandise redirected to a CultureSpace or third-party warehouse.

Order and Product Production

Orders will be placed into production after CultureSpace receipt of your signed Order Form payment of all amounts due upfront under these Terms, and confirmation of your selection of finishes are confirmed upon receipt of production acknowledgements, at which time any estimated lead times and time frames begin. Lead times of any product are estimates only and can be susceptible to back orders and delays outside of CultureSpace reasonable control. Delivery dates are estimates only. In no event shall CultureSpace be liable to Client for any delay in delivery, however caused. **Once an Order Form has been signed by the Client, Order Forms cannot be changed, refunded, or cancelled, even if the Order Form or part of the Order Form is delayed past expected lead times.**

CultureSpace shall not be liable for any losses, damages, or other monetary hardships related to failure, delay, or interruption in performance of this Contract which is occasioned by causes beyond its control, including, but not limited to: fires, floods, pandemics, strikes, lock-outs, labor disputes, accidents, interruptions or delays in transportation services, shortage of raw materials, failure to obtain delivery from manufacturers, and ruling, regulation, or law of any government bureau or agency, or any other cause giving rise to total or partial stoppage to CultureSpace supplies. Delays so caused will not release Client from its obligations to accept and pay for merchandise.

Limited Warranty

CultureSpace warranty terms and conditions may be accessed on our website at www.Culture.Space/warranty. EXCEPT FOR THE LIMITED WARRANTIES SPECIFICALLY SET FORTH THEREIN, CULTURESPACE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, OR OTHERWISE.

Limitation of Liability. IN NO EVENT SHALL CULTURESPACE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CULTURESPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, CULTURESPACE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS ACTUALLY PAID TO CULTURESPACE BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

All warranty work shall be subject to reasonable variations from standard in color, quality, finish, and variations allowed by the trade customs of the industry.

Termination

In addition to any remedies that may be provided under these Terms, CultureSpace may terminate this Agreement with immediate effect upon written notice to Client, if Client: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this

Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of San Antonio and County of Bexar, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous. (i) The relationship of the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. (ii) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. (iii) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. (iv) Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Governing Law, Submission to Jurisdiction, and Survival.

Transfer of Ownership of Goods: Title for goods shall pass only upon receipt of full payment. Risk of loss on goods shipped shall pass to Client upon delivery to Client or its carrier.