



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 it is shown in these documents. New product cannot be cancelled, refunded, or changed once the order has been submitted and a production acknowledgment is received. All product is made-to-order and custom unless otherwise noted.

Applicability:

These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the products ("Products") by Evoque Group LLC, a Texas limited liability company doing business as CultureSpace ("CBI Group" or "we") to the buyer named on the accompanying order form ("Client" or "you"). The accompanying order form (the "Order Form") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

Payment Terms:

For individual orders under \$10,000.00, upfront payment in full of the total amount indicated on the Order Form is required to process the order. Individual orders over \$10,000.00 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 installation. Delay of payment can result in delay of project installation and may result in additional fees. You are responsible for payment of any state sales tax based on the applicable sales tax rate for the transaction. When applicable, you are responsible for any additional fees referenced in these Terms or the Order Form. We accept payments via ACH, check, or major credit card; there is a 3% service fee for all credit card transactions. ALL PAYMENTS ARE NON-REFUNDABLE.

Delivery / Installation / Shipping:

Delivery and Installation. Delivery and Installation charges shown on the Order Form are for delivery, installation, and cleanup of waste and packing material from items CultureSpace is providing at the delivery location indicated on the Order Form during normal business hours (8AM-5PM M-F). After hours unloading or assembly requirements may result in additional fees. Delivery and installation charges do not include stair carry. If working elevator access is not available, additional fees may be incurred. 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 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.

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 inaccurate, additional components may be required which could affect lead-times and result in additional fees.

Neither CultureSpace nor its employees, agents, principals, or representatives shall be liable for any damages to IT Equipment or other equipment left in the installation area, including but not limited to hardware, software applications, and configurations. 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, CultureSpace can provide an electrician for an additional fee.

Any cancellation or rescheduling of installation dates must be received at least 72 hours prior to the scheduled installation date/time. Anything less than this may incur additional fees. Reschedule dates will be subject to availability; requested dates cannot be guaranteed. Last minute (within 72 hours of scheduled installation date) installation rescheduling usually incurs 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 delay of project installation, rescheduling or other fees.

CultureSpace will not be liable for any delay or damages that occur during shipping either to our warehouse or from our warehouse while the product is in custody of a freight carrier.

In the event of a postponement or delay of the install date, at the Client request, CultureSpace may transfer the product to a third-party storage facility at the Clients 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 original date of delivery or installation.

Order and Product Production:

Orders will be placed into production after CultureSpace's 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 acknowledgments, 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's reasonable control. CultureSpace is not liable for any losses, damages, or other monetary hardships arising from delays caused outside CultureSpace's reasonable control. Once a production acknowledgment has been received, orders cannot be changed, refunded, or cancelled, even if the order or part of the order is delayed past expected lead times.

Limited Warranty:

CultureSpace's 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, WITHER 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.

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:

All products shall remain the personal property of CultureSpace until the product arrives to the Client facility that is listed on the Order and full payment is received.