

## **SALES TERMS AND CONDITIONS (2026)**

THESE SALES TERMS AND CONDITIONS (THESE “SALES TERMS”) GOVERN YOUR PURCHASE OF PRODUCTS AND SERVICES FROM SEASONAL LIVING TRADING, LTD. CO., A TEXAS LIMITED LIABILITY COMPANY (“Seasonal Living”). PLEASE READ THESE SALES TERMS CAREFULLY. BY PLACING AN ORDER WITH SEASONAL LIVING, BUYER AGREES TO BE BOUND BY THESE SALES TERMS.

### **ENTIRE AGREEMENT**

These Sales Terms may not be altered, supplemented, or amended by any additional or conflicting documents or terms proposed by Buyer, including purchase orders, acknowledgments, invoices, or similar documents, unless expressly agreed to in writing and signed by an authorized officer of Seasonal Living. Any such attempted modification is null and void. Seasonal Living’s Privacy Policy and Copyright and Trademark Policy are incorporated by reference and form part of this Agreement. Together, these documents constitute the final and integrated agreement between Seasonal Living and Buyer.

The term “Buyer” includes any individual or entity that interacts with Seasonal Living directly or indirectly, whether through the Seasonal Living website, employees, independent representatives, contractors, or otherwise, including activities relating to inquiries, purchasing, order administration, packaging, shipping, handling, or claims.

### **ACCEPTANCE**

All orders submitted by Buyer constitute an offer to purchase Products or services under these Sales Terms and

are subject to acceptance by Seasonal Living. Acceptance occurs upon Seasonal Living's issuance of a Sales Order Acknowledgment or shipment of Products. Acceptance of delivery constitutes Buyer's full and unconditional acceptance of these Sales Terms.

## **PRODUCT INFORMATION; SPECIFICATIONS; VARIATIONS**

Seasonal Living may revise, modify, or discontinue Products at any time without prior notice. Product descriptions, dimensions, weights, colors, finishes, and materials are approximate. Many Products are handmade or produced in dye, glaze, or material lots and may exhibit natural variations. Such variations do not constitute defects. Returns based on natural variation are accepted only at Seasonal Living's sole discretion and may be subject to restocking and other applicable fees.

## **ONLINE PURCHASES**

Purchases made online are subject to these Sales Terms, the Sales Order process, and all applicable Seasonal Living policies. Buyer is responsible for carefully reviewing all Sales Orders. Errors resulting from Buyer's failure to review documentation are Buyer's responsibility. Once Products have been picked, packed, or shipped, no changes, cancellations, credits, or refunds will be made for conforming goods, except as expressly provided herein.

## **PRICING**

Pricing policies vary by distribution channel, minimum opening orders, and annual spend requirements. Prices are subject to change without notice until a Sales Order is confirmed.

## **INTERNATIONAL ORDERS**

Seasonal Living accepts orders from countries worldwide. For destinations outside North America, Mexico, and the Caribbean, purchases must be full container orders unless otherwise approved in writing. Where permitted, Buyer may consolidate shipments from multiple manufacturers within the same container, provided Products originate from the same country. Buyer assumes all additional costs and risks associated with consolidation.

Buyer is solely responsible for all customs entry requirements, import documentation, country-of-origin labeling, security filings, fumigation certificates, CITES certificates, and any other governmental or regulatory requirements necessary for importation. Failure to comply with applicable laws and regulations is entirely at Buyer's risk.

For international orders, accepted payment methods are wire transfer or ACH bank transfer only. Credit card payments are not accepted.

## **COMMERCIAL (CONTRACT) VS. RESIDENTIAL GRADE PRODUCTS**

Certain Products may be suitable for commercial or contract use. Buyer must specify in writing on its Purchase Order if Products are intended for commercial use and must fully define all applicable commercial requirements. Seasonal Living does not warrant that Products meet all commercial or contract-grade standards. Testing or certification requested by Buyer will incur additional fees.

If Products not designated for commercial use are used in commercial applications, the Limited Manufacturer's Warranty will not apply unless expressly agreed in writing by Seasonal Living.

## **PAYMENT**

Payment in full is due at the time of order unless approved credit terms have been established in advance. Accepted payment methods vary by geography and are defined at the time of order. Seasonal Living may charge credit cards upon order processing or deposit requirement. Products ship only after payment is received or pursuant to approved credit terms.

## **TIMING OF PAYMENT**

If payment is not received within four (4) business days of issuance of the Sales Order Acknowledgment or notification that Products are ready for processing, Seasonal Living may cancel the order without liability.

## **SEASONAL LIVING CREDIT FACILITY**

Credit facilities are available only to approved Stocking Dealers and Design Trade Showrooms. Credit terms are a privilege, not an entitlement, and may be withdrawn at any time at Seasonal Living's discretion. Upon withdrawal, all outstanding balances become immediately due, and future orders require prepayment.

## **LATE PAYMENT FEES**

Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Buyer is

responsible for all reasonable costs of collection, including attorneys' fees and collection agency charges.

## **STORAGE / FAILURE TO COLLECT PRODUCT**

Seasonal Living may agree to store paid-in-full Products for up to seven (7) days without charge. Thereafter, storage fees of ten percent (10%) of the invoice total, excluding shipping and handling, may apply. Unclaimed Products may incur monthly storage fees and, if unclaimed for twelve (12) months, may be sold or disposed of at Seasonal Living's discretion.

## **TITLE TO PRODUCTS; RISK OF LOSS**

Title transfers to Buyer upon delivery of Products to the carrier. Risk of loss transfers in accordance with the shipping method selected and as stated on the Bill of Lading or Sales Order Acknowledgment.

## **SHIPPING**

Shipping estimates are non-binding and subject to change. Seasonal Living selects carriers unless otherwise agreed. Shipping delays are not the responsibility of Seasonal Living. Buyer is responsible for all additional carrier charges arising from inaccurate or incomplete delivery information.

## **INSTALLATION AND ASSEMBLY**

Buyer is solely responsible for installation and assembly of Products and for providing all instructions, warnings, and manuals to its customers. Professional installation may be required for certain Products.

## **DAMAGED OR SHORT SHIPMENTS**

Buyer must inspect all shipments upon delivery. Claims for damage or shortages must be reported in writing within seventy-two (72) hours of delivery and documented with photographs and delivery records. Failure to comply with inspection and reporting requirements constitutes acceptance of the Products.

## **RETURNS AND EXCHANGES**

All sales are final. Returns or exchanges are accepted only at Seasonal Living's sole discretion and subject to authorization, restocking fees, repackaging requirements, and shipping costs. Promotional, discounted, closeout, or special-order Products are not eligible for return.

## **TAXES**

Prices exclude sales, use, value-added, or similar taxes. Buyer is responsible for all applicable taxes unless a valid exemption certificate is provided.

## **WARRANTIES AND DISCLAIMERS**

Except as expressly stated in a written Limited Manufacturer's Warranty, all Products are sold "as is" and "with all faults." SEASONAL LIVING MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT

IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SEASONAL LIVING, OR ANY OTHER INDIVIDUAL OR ENTITY ON SEASONAL LIVING'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

## **LIMITATION OF LIABILITY**

Seasonal Living's total liability arising out of or related to these Sales Terms or the sale or delivery of Products, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed the amount paid by Buyer for the affected or applicable Products. In no event will Seasonal Living or any of its representatives or agents be liable for indirect, incidental, consequential, special, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or related to these Sales Terms or the sale or delivery of Products, regardless of (a) whether such damages were foreseeable, (b) whether Seasonal Living was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which such claim is based.

## **INDEMNIFICATION**

Buyer agrees to indemnify and hold harmless Seasonal Living from claims arising from Buyer's misuse, resale practices, failure to provide required information, or violation of these Sales Terms.

## **GOVERNING LAW; VENUE; DISPUTE RESOLUTION**

These Sales Terms are governed and shall be construed in accordance with the laws of the State of Texas, excluding the CISG, without giving effect to any conflict of laws

provisions thereof. Disputes relating to or arising out of these Sales Terms shall be resolved by binding arbitration in Travis County, Texas pursuant to the commercial dispute rules of the American Arbitration Association or litigation in a court of appropriate jurisdiction located in Travis County, Texas, at Seasonal Living's election, and Buyer irrevocably and unconditionally submits to the exclusive jurisdiction thereof.

### **WAIVER OF JURY TRIAL**

SEASONAL LIVING AND EACH RESPECTIVE BUYER IRREVOCABLY AND UNCONDITIONALLY, AND KNOWINGLY AND VOLUNTARILY, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, CLAIM OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THESE SALES TERMS OR THE SALE OR DELIVERY OF ANY PRODUCTS BY SEASONAL LIVING.

### **FORCE MAJEURE**

Seasonal Living is not liable or responsible for, and will not be deemed to have defaulted under or breached these Sales Terms, for any failure or delay in fulfillment or performance, when and to the extent such failure or delay is caused by or results from acts beyond Seasonal Living's reasonable control

### **SEVERABILITY; WAIVER; CONFLICTING TERMS**

Any provision hereof that is deemed to be invalid shall not affect enforceability of remaining terms. Seasonal Living's failure or delay to enforce any provision of these Sales Terms or any right or remedy of Seasonal Living in connection



herewith shall not operate as or be construed to be a waiver thereof. These Sales Terms govern over conflicting Buyer terms unless otherwise agreed by Seasonal Living in writing.

### **NO THIRD-PARTY BENEFICIARIES**

These Sales Terms benefit solely Seasonal Living (and its affiliates and representatives) and the respective Buyer. Nothing herein, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Sales Terms.

*Effective December 1, 2025*