

NOBLESSA AMBASSADOR PROGRAM TERMS AND CONDITIONS

STORAGE FEES AND CONDITIONS

A. DELIVERY AND INSTALLATION

1. Company shall notify Ambassador of the anticipated date of arrival of merchandise at the designated delivery location. Delivery of the cabinetry and/or materials must be accepted by the Ambassador within fifteen (15) days of its availability for delivery. If the Ambassador is unable or unwilling to accept delivery of the merchandise, it will be placed in a storage facility selected by the Company. The Ambassador shall be responsible for all storage fees charged by the storage facility, plus a one-time handling fee of \$200. The Company will invoice the Ambassador for the actual storage costs incurred and the handling fee. The Company cannot guarantee delivery dates and can only provide estimated delivery timelines.
 2. The Last Mile Delivery fee includes cabinet delivery to a single designated location selected by the Ambassador, such as a doorstep, garage, or covered porch. Delivery is made on one or more pallets measuring approximately four (4) feet by four (4) feet and eight (8) feet tall, with all cabinetry securely packaged within these dimensions. Accordingly, this service is contingent upon the delivery location having an access opening at least four (4) feet wide and eight (8) feet high and being free from obstructions, including but not limited to steps, furniture, narrow passageways, or steep slopes.
 3. In addition to Last Mile Delivery, the Company offers a premium “Gold Delivery” service. If the Ambassador selects the Gold Delivery service, the delivery team will unpack each pallet and deliver each item individually to the room or area designated by the Ambassador. The Gold Delivery service is billed at a flat fee of \$800. If the Ambassador initially declines the Gold Delivery service but later elects to add it prior to delivery, the Company will apply the \$800 Gold Delivery fee, which must be paid prior to delivery.
 4. Risk of loss and damage to the products shall pass to the Ambassador upon the products becoming available for delivery. From that time forward, all risk of loss, damage, storage costs, and related expenses shall be assumed by the Ambassador.
 5. The Company shall not be responsible for any damage, delays, or inability to perform its obligations under this Agreement resulting from events beyond the Company's reasonable control, including but not limited to pandemics, acts of God, strikes, fires, accidents, storms, transportation disruptions, carrier defaults, material shortages, third-party manufacturing delays, shipping delays, governmental actions, or any other causes beyond the Company's reasonable control.
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INSTALLATION PROCESS AND CONDITIONS

B. INSTALLATION

1. Installation requires experienced and competent tradespeople with expertise in the installation of European cabinetry. The Company shall not be responsible for inaccurate installation, incorrect interpretation of cabinet drawings, or any damages resulting from improper installation performed by any third party, whether or not such third party was recommended by the Company, unless the Ambassador is paying the Company directly for the installation services and a separate installation agreement is in place with the Company.
 2. One (1) hour coordination meeting between the installer and/or general contractor and a Company designer is highly recommended prior to the commencement of installation and is included with the purchase. If the installation location is more than fifty (50) miles from the greater Los Angeles area, the coordination meeting may be conducted virtually at the Company's discretion. The Company's design services do not include construction management, installation supervision, installation assistance, coordination of general contractors, appliance selection or procurement, plumbing work, electrical work, or other trade services. Any additional designer consultation hours must be scheduled through the Company's office and will be billed at a rate of \$200.00 per hour. Such consultation fees are non-refundable.
 3. The Company shall be responsible only for the merchandise, products, fixtures, fittings, and materials specifically supplied by the Company under this Agreement. The Company shall not be responsible for any condition, malfunction, damage, or loss relating to pipes, drains, electrical systems, structural elements, or any other building component resulting from or associated with the installation of such products. The Company shall further not be liable for any damage to the Ambassador's property, regardless of the source or cause of such damage, except to the extent caused directly by the Company's gross negligence or willful misconduct.
 4. The Company is not required under this Agreement to level, repair, modify, or otherwise correct any variation in floor height or floor conditions. Any uneven, sloped, or otherwise unsuitable flooring conditions shall not be corrected by the Company, and any dissatisfaction with the appearance or performance of the installed products resulting from such conditions shall not be the responsibility or liability of the Company.
 5. If installation requires the opening, removal, demolition, or modification of any wall, floor, ceiling, existing cabinetry, fixtures, or other building components, such work is not included in this Agreement and shall be the sole responsibility of the Ambassador. The Company shall not be responsible for any additional costs, delays, labor, materials, or modifications arising from concealed or unforeseen conditions, including but not limited to hidden, clogged, damaged, or
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improperly installed pipes, wiring, ducts, dry rot, termites or termite damage, mold, asbestos, structural deficiencies, or other obstructions discovered before, during, or after installation.

6. The Company shall only be responsible for providing the electrical equipment, accessories, and components expressly identified in this Agreement. The Ambassador shall be solely responsible for ensuring that all required electrical service, power supply, outlets, wiring, and connections are properly installed and available at the installation location prior to the commencement of installation.

C. PAYMENT TERMS

1. Ambassadors participate in the Noblessa Ambassador Program as professional partners. As a courtesy extended under the Program, Ambassadors generally are not required to pay a design retainer fee, provided that the design services remain within the following scope:
 - One (1) design and programming consultation of up to two (2) hours;
 - One (1) complete design and drafting of the space;
 - One (1) initial design review meeting of up to two (2) hours;
 - One (1) set of design revisions of up to two (2) hours; and
 - One (1) finalized design presentation of up to two (2) hours.
 2. The design presentation shall include one (1) set of floor plans, elevations, renderings, preliminary cost estimates, and applicable samples of finishes, styles, and hardware. The Company reserves the right, in its sole discretion, to modify, suspend, limit, or discontinue this courtesy design accommodation at any time. Any design services exceeding the included scope must receive prior written approval from the Showroom Director and may be billed at the Company's then-current hourly design rate. Any such fees shall be non-refundable.
 3. A non-refundable deposit equal to fifty percent (50%) of the total order value is required before any order activity may begin. No order shall be entered into the ordering portal, submitted to the factory, processed, released, or otherwise initiated until the required deposit has been received and cleared by the Company. Once the fifty percent (50%) deposit has been received by the Company, the order shall be deemed custom-made and non-cancellable. No cancellation, refund, credit, return, or modification shall be permitted after deposit receipt except as otherwise required by applicable law. After an order is entered into the ordering portal, up to three (3) weeks may be required for factory review, validation, technical approval, and confirmation before production may commence.
 4. The remaining balance shall become due upon notification that the order has entered production and has been released for shipment, unless otherwise agreed in writing by the Company. Payment shall be made within seven (7) calendar days of notification.
 5. All payments made under this Agreement are final and non-refundable.
 6. Title, ownership, and right of possession of all products, goods, materials, and merchandise supplied under this Agreement shall remain vested in the Company, its successors, or assigns until all amounts due under this Agreement have been paid in full. If any products have been affixed to real property prior to full payment, such products shall remain subject to removal by the Company as permitted by law. Ambassador waives any claim for damages arising from such
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removal. Merchandise and services shall be supplied in accordance with the approved plans, specifications, and order documentation, all of which are incorporated into and form part of this Agreement.

7. Failure by the Ambassador to comply with any provision of this Agreement, including failure to make payment when due, shall constitute a material breach of this Agreement. The Company shall be entitled to recover all damages resulting from such breach, including but not limited to lost profits, labor performed, materials procured, costs incurred, interest at the highest rate permitted by law, and reasonable attorney's fees and collection costs. The Company shall also have the right, but not the obligation, to resell any products remaining in its possession, and the Ambassador shall remain liable for any resulting deficiency, loss, or expense.
8. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, proposals, estimates, representations, and agreements. Any amendment or modification must be in writing and signed by both parties. No representative or employee of the Company has authority to alter or waive any provision of this Agreement unless expressly authorized in writing by the Company. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of California, County of Los Angeles, and the parties hereby consent to the jurisdiction and venue of such court.

D. ORDER CHANGES AND DELAYS

1. Any changes requested after an order has been submitted to the factory may result in additional charges, production delays, revised delivery schedules, engineering reviews, or factory approval requirements. The Company reserves the right to accept or reject any requested changes after order submission. Any costs associated with approved changes shall be the responsibility of the Ambassador.
2. The Company shall not be responsible for delays caused by third parties, including but not limited to contractors, installers, builders, architects, developers, transportation providers, suppliers, utility companies, or other trades retained by the Ambassador. Such delays shall not relieve the Ambassador of any payment obligations, including final balance payments, delivery charges, storage fees, or other amounts due under this Agreement.
3. If the Ambassador prevents, delays, suspends, or otherwise interferes with the Company's ability to perform its obligations under this Agreement, the Company shall be entitled to recover all costs incurred, labor performed, materials ordered or procured, storage charges, and the profits that the Company would reasonably have earned had the Agreement been completed as originally contemplated.

E. WARRANTIES AND CLAIMS

1. All warranties, if any, shall become effective only after the Company has received full payment of all amounts due under this Agreement. The Company does not extend, enlarge, modify, or replace any manufacturer warranty and makes no warranties other than those expressly provided by the applicable manufacturer.
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2. All appliances, accessories, and third-party products supplied under this Agreement are subject solely to the manufacturer's warranties, specifications, and limitations regarding quality, dimensions, performance, installation, and service. Any warranty claims, repairs, replacement requests, or service issues relating to such products shall be handled directly between the Ambassador and the manufacturer or its authorized service providers. The Company shall have no responsibility for such claims or services.
 3. All measurements, dimensions, plans, and specifications prepared by the Company are intended solely for the Company's design and ordering purposes. Any contractor, installer, architect, builder, or other third party involved in the project shall be responsible for verifying all measurements and site conditions prior to performing any work.
 4. The Company shall not be responsible for issues arising from uneven floors, uneven walls, out-of-square rooms, structural conditions, variations in appliance dimensions, existing site conditions, or other circumstances beyond the Company's control.
 5. Company designers may recommend factory-approved applications and installation methods. Any field modifications, alterations, custom adjustments, unauthorized installation methods, dimensional changes, finish modifications, or deviations from Company recommendations shall void any applicable warranty, guarantee, service obligation, or post-installation support relating to the modified item.
 6. Wood, veneer, lacquer, stone, glass, metal, and other natural or manufactured materials may contain inherent variations in grain, texture, color, shade, pattern, finish, and appearance. Such variations are natural characteristics of the products and shall not constitute defects.
 7. Where the Company is required to match existing materials, finishes, colors, patterns, or products, the Company shall use commercially reasonable efforts to obtain the closest available match. Exact matches are not guaranteed. If existing materials are obsolete, discontinued, unavailable, or otherwise impossible to duplicate, the Company may substitute the closest available alternative in its reasonable discretion.
 8. Any claim regarding shortages, shipping damage, manufacturing defects, incorrect merchandise, or non-conforming products must be submitted to the Company in writing within ten (10) calendar days following delivery. Failure to provide written notice within such period shall constitute acceptance of the merchandise.
 9. The Company's sole obligation and the Ambassador's exclusive remedy shall be the repair, replacement, or correction of any product determined by the Company or manufacturer to be defective or non-conforming. The timing and method of any repair or replacement shall be determined by the Company and manufacturer based on product availability and production schedules.
 10. The Ambassador acknowledges that the products supplied under this Agreement are imported European products and that occasional transit damage, shipping loss, or replacement delays may occur. The Company shall have the right to replace damaged, defective, or missing items in the manner it determines to be the most practical, efficient, and commercially reasonable.
 11. The Ambassador represents and warrants that the performance of this Agreement and installation of the products contemplated herein will not violate any easement, restriction, covenant, building requirement, homeowners association rule, lease provision, or third-party property right affecting the project site.
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12. No modification, amendment, waiver, or alteration of any warranty or provision contained herein shall be valid unless made in writing and signed by an authorized representative of the Company.

F. MISCELLANEOUS

1. All quotations, drawings, specifications, revisions, change orders, amendments, approvals, and other documents relating to the project shall be valid only if approved or signed by an authorized representative of the Company. The Company may prepare revised plans, specifications, or design documents during the course of the project, and any such documents approved by both parties shall automatically become part of this Agreement.
 2. Unless expressly stated otherwise in writing, the Ambassador shall be solely responsible for obtaining and paying for all required permits, inspections, approvals, licenses, and governmental authorizations relating to the project.
 3. The Company shall not be responsible for existing violations of building, electrical, plumbing, zoning, fire, accessibility, homeowners association, municipal, state, or other governmental codes, regulations, or requirements affecting the property. Any corrective work required as a result of such conditions shall be the responsibility of the Ambassador and is not included in the Agreement price.
 4. Unless expressly included in writing, the Agreement does not include demolition, removal of existing cabinetry or materials, excavation, site work, plumbing, electrical work, masonry, flooring, floor coverings, countertops, rough carpentry, appliance procurement, appliance installation, painting, decorating, construction management, or any other labor, materials, or services not specifically identified in the Agreement.
 5. Any surplus, unused, or excess materials supplied by the Company shall remain the property of the Company unless otherwise agreed in writing.
 6. To the extent permitted by applicable law, the Company reserves all rights to record, file, and enforce a mechanic's lien, stop notice, bond claim, or any other legal remedy available to secure payment of amounts due under this Agreement.
 7. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 8. In any action, arbitration, mediation, or legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, expenses, and disbursements in addition to any other relief awarded.
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