

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF PURCHASE At Ash & Ivy, customer satisfaction is our priority. To ensure a clear agreement and understanding of the Ash & Ivy Terms and Conditions please review the following.

1. Terms and Conditions. These ("Terms") apply to all orders, documents or other agreements which incorporate these Terms (collectively with the Terms, the "Agreement") and relate to the sale and/or provision of Products and Services to you ("Purchaser") by Ash & Ivy, LLC (hereinafter "Ash & Ivy" or "Seller" interchangeably).

2. Terms of Payment. The method of payment is with credit card, ACH, and/or check. 50% deposit of the purchase price, shipping costs, and applicable taxes is payable at time of placing the order and prior to sending any unit to production and the remaining 50% balance is due on completion of the fabrication, prior to shipping or installation. If the product is not claimed once ready for shipping for more than 90 days, Purchaser shall forfeit the deposit, and Seller reserves the right to sell the unit. Purchaser shall pay interest on all late payments (10 calendar days after notice the product is completed and ready for shipping) at the lesser of the rate of 1.5% per month or the highest rate permissible under Arizona law, calculated and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Product and/or Services if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

3. Warranty. Provided Purchaser is not default in the payment of any sums due to Seller herein, Ash & Ivy guarantees that all our products sold through our platform will be free from defects in material and craftsmanship. Products are hand forged, and hand finished in our factory. Minor differences in these products are normal and to be expected to achieve the "hand forged" look, so this will not be considered a defect. Ash & Ivy Iron Doors are not meant to be perfect that is part of the hand-crafted product's beauty.

3a. Door. 5-year warranty on structural and mechanical defects on all door frames, doors, sidelites, and transoms from the date of sale to the original residential or commercial Purchaser and only for so long as the original purchaser owns and resides or does business in the property where the doors are installed. Warranty claims will be reviewed and authorized by Seller's service manager and sales representative. Shipping charges may apply. If there is any defect in material or craftsmanship resulting in a failure of the product to perform as intended and designed, Ash & Ivy will, in its sole discretion, provide replacement parts necessary to make repairs, without charge, FOB the nearest Ash & Ivy shipping point or provide a refund equal to the cost of such replacement parts. The warranty on the replacement parts will extend only for the balance of the warranty period of the original product. In no event shall Ash & Ivy be responsible for the cost of labor, installation, sales tax, finishing, or any other associated or incidental cost, for either the original or the replacement parts, unless expressly required by state law. The original warranty period shall not be extended by any repair or replacement. Additional express limited warranties may be offered by third-party component manufacturers; contact your Sales Representative for details.

3b. Paint. The paint and finish were professionally applied in our manufacturers facility and warranted for 3 years from the date of sale to the original residential or commercial Purchaser and only for so long as the original purchaser owns and resides or does business in the property where the doors are installed. Warranty is subject to inspection and authorization by Seller's service manager and sales representative. Shipping charges may apply. Warranty excludes scratches, because of shipping, and installation. Scratches can be remedied with the provided touch up kit.

3c. Glass. The glass is covered for 5 years from the date of sale to the original residential or commercial Purchaser and only for so long as the original Purchaser owns and resides or does business in the property where the glass was

installed. The warranty excludes minor imperfections, scratches and broken glass. Warranty is subject to inspection and authorization by Seller's service manager and sales representative. Shipping charges may apply.

3d. Handles. Our handles and warranty specifications may be verified on each handle manufacturing brand terms and conditions. Warranty excludes scratches because of shipping, and installation. Scratches may be remedied with the provided touch up kit. Warranty claims are subject to inspection and authorization by service manager and sales representative. Shipping charges may apply.

4. Exclusions from Warranty. This warranty does not cover optional product accessories, parts, add-ons, equipment, supports, pans, caps, screens, safety or panic hardware, or other aftermarket items, whether or not affixed to Ash & Ivy's products and whether or not manufactured by Ash & Ivy or other third parties. Third-party manufacturer warranties may apply; contact your Sales Representative for details.

4a. This Workmanship & Materials Limited Warranty does not cover conditions that are not product defects or are caused by factors outside of Ash & Ivy's control, including without limitation:

- Minor metal, glass, or paint imperfections, that are allowable under applicable industry standards;
- condensation, frost, mold, mildew, corrosion, or fungus on product surfaces;
- temporary thermal expansion or bowing resulting from direct sunlight and/or significant differential between indoor and outdoor temperatures; and
- defects in exterior finishes resulting in cracking, peeling, and other loss of adhesion in installations within five miles of a coastal region.

4b. This Workmanship & Materials Limited Warranty SHALL BE VOID under the following conditions:

- the unit is shattered, cracked, broken or damaged for any reason;
- the unit is not installed or maintained in accordance with Ash & Ivy installation instructions (including glazing instructions and roof load compliancy) and Care and Maintenance instructions, and applicable building codes;
- the unit is not properly weeped to avoid accumulation of moisture or water;
- non-standard installation, including without limitation, units installed in other than a vertical plane, sloped glazing, or out-of-square;
- the unit is subjected to stresses, including without limitation, stresses resulting from structural settlement or vibration, soils movement, or other movement of the building foundation, localized application of heat causing excessive temperature differentials over the glass surfaces or edges, or exposure to corrosive materials, including without limitation, sulfur or chlorine;
- the unit is subjected to high humidity;
- aftermarket tints, coatings, films or other modifications have been applied to the unit;
- the unit has been exposed to extreme weather or atmospheric conditions or Acts of God;
- decorative art glass is sealed between the panes;
- the unit has been modified or altered by the original purchaser or any other third party;
- the unit has been improperly used or maintained; and
- as to glass windows, the unit was installed in a high-altitude application without capillary tubes or has capillary tubes but was not installed in a high-altitude application

4c. International Sales. For products installed outside of the continental United States, Ash & Ivy liability under this warranty shall be limited to the replacement of nonconforming products or, at Ash & Ivy's sole option, refund the amount of the purchase paid to Ash & Ivy, LLC. Ash & Ivy shall not be responsible for on-site inspections or warranty repairs. Exposure to natural elements and frequent use is expected to cause Ash & Ivy doors, sidelites, frames, and transoms to age naturally. Scratches and rust may appear with usage over time but can and shall be maintained and serviced by customer. Keep the products clean from water, or any chemical products, Ask your sales representative about the best way to clean and maintain your product before proceeding or refer to the care instructions on how to maintain your Ash & Ivy products.

5. Disclaimers and Limitations.

5a. Disclaimers. THE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY OFFERED BY ASH & IVY, LLC WITH RESPECT TO ITS DOOR AND GLASS PRODUCTS, ASH & IVY, LLC EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR COVENANTS OF ANY KIND, EITHER STATUTORY, EXPRESS, OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, CLIMATE, CONDITION, DURABILITY, OR SUITABILITY FOR A PARTICULAR PROJECT OR DESIGN. In the event state law precludes exclusion or limitation of implied warranties, the manner of presenting any claim therein shall be the same as that provided in the express warranty stated herein. Any product or component that is not subject to this Limited Warranty or another express limited warranty offered by Ash & Ivy is provided AS IS and without warranty.

5b. Limitations. ASH & IVY, LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES FOR: (i) ANY CLAIM, WHETHER BASED ON A BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; (ii) THE TENDER OF DEFECTIVE OR NONCONFORMING GOODS; (iii) BREACH OF ANY OTHER PROVISION OF THIS LIMITED EXPRESS WARRANTY; (iv) CLAIMS ARISING FROM CONTRACTS BETWEEN ASH & IVY DEALERS, DISTRIBUTORS AND THEIR CUSTOMERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, END-USERS OR OTHER THIRD- PARTIES; OR (v) ANY LOSS OR CLAIM, INCLUDING WITHOUT LIMITATION, WATER INTRUSION AND RELATED DAMAGE, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY RECOMMENDATION, INSTALLATION, MODIFICATION OR REPAIR. IN NO EVENT WILL ASH & IVY'S AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE SUBJECT PRODUCT OR COMPONENT. No contractor, distributor, dealer, employee or representative of Ash & Ivy may change, extend, or in any way modify this Limited Warranty, either orally or in writing, and any such modification shall be void and will have no force or effect.

5c. Suitability. Ash & Ivy is not responsible for determining the suitability of any product for a particular project, design, application, climate, condition, use, or customer need or purpose. Ash & Ivy is also not responsible for determining whether the incorporation of its products into a building design will achieve a particular third-party certification or standard as windows and doors are only one factor in the building envelope. Determining such product suitability is the responsibility of the architect, contractor, distributor, installer, owner, user, and/or other construction professionals. Ash & Ivy will also not be responsible for any claims or damage arising from inappropriate selection of products, faulty building design or construction, improper installation, or inaccurate orders. Ash & Ivy also does not control the application or selection of its product configurations, sealant, or glazing materials and assumes no responsibility, therefore it is the responsibility of the architect, contractor, installer, owner, user, and/or other construction professionals to make these selections in strict compliance with applicable laws and codes. These limitations of warranty and liability shall survive and apply, even if the exclusive remedy described in this Limited Warranty is deemed to fail for its essential purpose.

6. Extreme weather conditions. Insulated iron doors are constructed using steel tubing which is filled with polyurethane foam for insulation. However, in extreme weather conditions when it is freezing cold outside and the interior heating thermostat is set to 70° indoors, the steel itself conducts the heat right around that insulation and out into the atmosphere. In freezing weather iron entry doors may suffer from condensation and even frost on the inside of the door. Therefore, we cannot guarantee against condensation in extreme weather conditions, nor will we be held responsible for any damage resulting from "sweating"/ condensation. Consider reducing the humidity in your home. Humidity is caused by the accumulation of moisture that evaporates into the air through the daily activity of showers, bathing, washing dishes, boiling and cooking food on the stove, drying clothes and even simply by breathing. A typical family of 4 will produce approximately 4 pints of water, per person, each day. This is over 100 pints of water a week per person. That is a lot of water, and it all goes into the air in your home. Feel free to call our team if you have any further questions or need assistance

7. Return Policy. Ash & Ivy stands behind the quality of everything we sell and hope you are pleased with your door, if for any reason you are unsatisfied you can write to one of our representatives to verify your situation and determine

how we can help you, but we do not accept returns on any of our doors. Custom product sales are final and are not eligible for returns, changes or alterations.

8. Return Policy Exceptions. Ash & Ivy goes above and beyond to ensure 100% customer satisfaction. We are confident that our efforts will result in your approval and satisfaction upon receiving your shipment of high-quality iron doors, hardware, and accessories. Our company is committed to doing everything we can from production to shipping in order to keep our loyal customers satisfied with their purchase. In the event you are not fully satisfied upon receiving your order, please review the following policies and procedures regarding returns: Within thirty days of the date products are delivered and prior to installation or an attempt to install, your purchase can be returned to Ash & Ivy for a refund, except for specially fabricated or custom orders. Please note that a 50% restocking fee will be charged for the return, and Ash & Ivy has the right to charge for any damages that may have occurred to the product(s) arising after initial shipping from our facility to your shipping point. The product must be packed in its original packaging material or equivalent. If packaging material is unusable, please contact our sales team prior to return. Delivery fees are not refundable. Return Requirements

- In order to return an item you need to first obtain a PO return Number
- To request a PO Return Number send us an email
- To request a PO Return Number by phone, call Customer Service
- Place the original product into its original packaging
- Please do not place stickers or shipping labels on the original package.
- The PO number must be clearly written on package.
- We recommend you ship via insured common carrier service with a tracking number.
- Return shipping charges are the responsibility of the customer. We are not responsible for lost or damaged packages.
- Please allow up to 2 to 3 weeks for your refund or exchange to process for stock products.

Terms

- A 50% restocking fee will be charged for all Product(s) that are returned/exchanged
- Shipping/Delivery fees are not refundable
- All returned Product(s) must be in their original condition
- Returns or exchanges must be received by us within 30 days of the date products are delivered.
- Product(s) need to be returned or exchanged in the original factory box(es) or container(s), with all packing materials and instructions.
- When Product(s) are sent back for return or exchange, the Purchaser(s) will be responsible for the cost of return shipping and assume liability for any damage incurred during the return transit.
- Product(s) must be shipped back to us for exchange before we ship out new merchandise (No cross shipping).
- We reserve the right to refuse service or cancel orders by issuing a refund at any time.
- Refunds will be issued by the same method of payment used for the original purchase.

9. Lead time. Lead time is estimated, never guaranteed. Ash & Ivy works with a third party logistics provider and product being handcrafted both are factors that do not allow us to guarantee an accurate delivery date until door is placed with the delivery carrier and carrier confirms with Purchaser on an agreed delivery date.

10. Risk of Loss. All included items like the door, door frame with threshold, handle (if ordered and specified on PO), deadbolt preparation, weather strips, paint touch up kit, door sweeps and glass are verified via photographic and timestamped evidence previous from shipment of the unit and will not be covered by Ash & Ivy if lost. Ash & Ivy will provide additional hardware or extras if lost by customer, but this will result in additional charge

11. Indemnity. The Purchaser agrees to indemnify and hold Ash & Ivy and its affiliates harmless from and against any and all liability, claims, losses, costs, and expenses including but not limited to attorneys' fees that may arise from the

Purchaser's violation or breach of these Terms and Conditions, arising from the Purchaser's violation of any third party's rights such as trademark, copyright, proprietary and privacy rights, or regulation or ordinance. This indemnification and hold harmless obligation will survive the termination of these Terms and Conditions.

12. Compliance with Law. The purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits necessary for installation of this product in Purchaser's residence or commercial structure.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Purchaser's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) 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.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Force Majeure. The Seller shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. No Third-Party Beneficiaries. 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. Seller and manufacturer warranties may be assigned to the Owner of the Project where products are installed provided Purchaser has made complete payment in full of the purchase price.

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

18. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in any court of competent jurisdiction located in the City of Chandler, Maricopa County, Arizona, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

19. Alternative Dispute Resolution. It is the policy of the State of Arizona to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. a. Mediation. The parties agree that any dispute between

the parties, whether arising under this agreement, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or relating to, this agreement, and any amendments thereto, or any dealings between the Purchaser and Seller; (b) any controversy, dispute or claim arising by virtue of any representations, omissions, promises or guarantees alleged to have been made by Purchaser's or Seller's representative; and (c) any personal injury or property damage alleged to have been sustained by Purchaser or Seller shall first be submitted to mediation before either party may proceed in a court of law. The Mediator shall make all decisions respecting the suitability of any issues in dispute for mediation. The parties shall share the mediator's fee and any filing fees equally. The Mediator may award to the prevailing party, if any, as determined by the Mediator, all or any portion of its reasonable "costs and fees" which may include reasonable expenses of mediation, including the Mediator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The mediation shall be conducted pursuant to any procedures set forth in the local rules for Alternative Dispute Resolution in Maricopa County, Arizona. If there is any conflict between this Agreement and such procedures, the provisions of the local rules shall control. Furthermore, if the Mediator designated cannot conduct the mediation for any reason, or if no mediator is designated, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, after a good-faith effort by all parties, then the parties may proceed to a court of law. If the parties are unable to agree on the appointment of a mediator, either party may petition a court of general jurisdiction in the subject county to appoint a Mediator. It is stipulated and agreed that the filing of a petition requesting appointment of a Mediator shall not constitute a waiver of the right to enforce Mediation.

b. In any mediation proceeding between the parties:

i. All applicable Federal and State law shall apply;

ii. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;

iii. The proceeding shall be conducted by a single Mediator selected by a process designed to ensure the neutrality of the Mediator;

iv. The parties shall be entitled to conduct reasonable and necessary discovery as provided in the Arizona Rules of Civil Procedure; and

v. The Mediator shall render a written, reasoned award; c. The parties agree that notwithstanding anything to the contrary, the rights and obligations set forth in this mediation provision shall survive (1) the termination of this Agreement by either party; (2) the default of this Agreement by either party; or (3) substantial completion and payment in full of the Purchase Price. The waiver or invalidity of any portion of this mediation provision shall not affect the validity or enforceability of the remaining portions of this mediation provision or any other provision of this Agreement.

Purchaser and Seller further agree (1) that any dispute involving Seller's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Seller shall have the option to include its subcontractors and suppliers as parties in the alternative dispute resolution procedures set forth in this Agreement. d.

If any party to this Agreement files a proceeding in any court to resolve any such controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek mediation of that or any other claim, dispute or controversy, and the court shall upon motion of any party to the proceeding, direct that such controversy, dispute or claim be mediated in accordance herewith, prior to proceedings in a court of law. In as much as this agreement provides for mandatory mediation of disputes, if any party commences litigation, other than for preservation of applicable statutes of limitations or the appointment of a mediator, in violation of this Agreement, such party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of mediation. e. The requirement that the parties submit any disputes between them to mediation is bargained for as part of the consideration of this Agreement; the requirement is absolute, enforceable and shall survive the termination of the Agreement.

20. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth at the beginning of this Agreement or to such other address that may be designated by the receiving party in advance, in writing. All Notices shall be delivered

by personal delivery, nationally recognized overnight courier (with all fees pre-paid), telefacsimile (fax—with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Severability. 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.

22. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Governing Law, Submission to Jurisdiction and Survival.

23. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other understandings, agreements, representations or warranties, written or oral, except those set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

24. Authority to Sign. Each party represents the individual signing this Purchase Order Agreement on its behalf has the authority to do so and to legally bind the party. Placement of an Order and tender of payment constitutes acceptance of the above and foregoing terms and conditions.