Evervue Products Terms and Conditions

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1. Introduction

Welcome to Evervue.

These Terms and Conditions ("Terms") govern your access to and use of the Evervue websites, products, services, quotations, orders, and purchases made through Evervue and its affiliated companies worldwide (collectively referred to as "Evervue", "Company", "we", "our", or "us").

Established in 2001, Evervue is a global factory-direct manufacturer, designer, and supplier of premium lighted mirrors, smart mirrors, mirror televisions, bathroom televisions, outdoor televisions, marine televisions, framed mirror televisions, cabinet televisions, commercial display solutions, and related technology products. Through its family of brands and product lines, including Grand Mirrors™, MirrorVue™, QAIO™, DecoVue™, Ocea™, Cosmos™, CabiTV™, Spectrum™, and Cinema™, Evervue serves residential, commercial, hospitality, healthcare, marine, retail, architectural, and professional markets worldwide.

As a buy-direct manufacturer, Evervue enables Customers to purchase directly from the source without traditional retail markups. Many Evervue products are manufactured, assembled, engineered, configured, or customized based on individual Customer specifications, project requirements, and approved designs. Consequently, product availability, lead times, specifications, pricing, and production schedules may vary depending on the nature and complexity of the order.

Evervue offers both Standard Products and Custom Products, ranging from stock catalog items to fully customized solutions designed for residential homes, luxury

developments, hotels, healthcare facilities, cruise ships, yachts, commercial properties, and other specialized environments.

These Terms constitute a legally binding agreement between Evervue and any individual, consumer, business entity, reseller, distributor, contractor, architect, designer, developer, installer, consultant, government entity, or other party purchasing, accessing, or using our products and services ("Customer", "you", or "your").

By accessing our website, requesting a quotation, approving specifications or shop drawings, placing an order, making a purchase, submitting payment, accepting delivery, or otherwise engaging with Evervue, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with our Privacy Policy, Warranty Policy, Shipping & Delivery Policy, and Return, Refund & Cancellation Policy, each of which is incorporated herein by reference.

Customers acknowledge that certain products may be custom-made, made-to-order, project-specific, engineered-to-order, or manufactured according to Customer-approved specifications. Such products may be subject to different production schedules, cancellation rights, return limitations, warranty coverage, and delivery requirements as further described in the applicable policies and contractual documents.

Nothing in these Terms shall exclude, restrict, or limit any mandatory consumer rights or remedies available under applicable law. Where local consumer protection laws provide greater protections, those rights shall prevail to the extent required by law.

Evervue conducts business globally and is committed to complying with applicable laws and regulations in the jurisdictions in which it operates, including but not limited to the United States, Australia, the United Kingdom, the Netherlands, the European Union,

Hong Kong Special Administrative Region, the United Arab Emirates, Panama, and other countries where Evervue products and services are offered.

If you do not agree to these Terms, you must not access, purchase, use, or continue using our websites, products, or services.

2. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set forth below unless the context requires otherwise:

2.1 Company

"Company", "Evervue", "we", "us", or "our" means the applicable Evervue entity, affiliate, subsidiary, branch, representative office, distributor, or authorized business entity responsible for the sale, manufacture, supply, distribution, or provision of products and services to the Customer, including but not limited to Evervue USA Inc., Evervue Nederland B.V., Evervue UK Ltd., Evervue PTY. Ltd, Evervue Américas S.A., Evervue Asia Ltd. (Hong Kong), Evervue Middle East (FZE), Evervue Gulf FZCO, and any successor or affiliated companies operating under the Evervue brand.

The contracting entity may vary depending on the Customer's location, order destination, invoicing entity, or applicable sales agreement.

2.2 Customer

"Customer", "you", or "your" means any individual, consumer, business entity, corporation, partnership, limited liability company, government body, nonprofit organization, trust, reseller, distributor, contractor, architect, designer, developer,

consultant, installer, agent, or other person or legal entity that accesses the website, requests a quotation, places an order, purchases products or services, or otherwise engages in a transaction with the Company.

2.3 Consumer

"Consumer" means a natural person who purchases products or services primarily for personal, family, household, or non-commercial use and who is entitled to the protections afforded by applicable consumer protection laws in the relevant jurisdiction.

Where applicable law distinguishes between consumer and business transactions, a Consumer shall be treated in accordance with the mandatory statutory rights and remedies provided under such laws.

2.4 Business Customer

"Business Customer" means any individual or legal entity purchasing products or services for commercial, professional, industrial, governmental, institutional, development, resale, hospitality, healthcare, marine, construction, or other business-related purposes, including purchases made in the course of trade, profession, occupation, or business activities.

Business Customers include, but are not limited to:

- Companies and corporations;
- Partnerships and joint ventures;
- Government entities and public authorities;
- Hotels, resorts, and hospitality operators;
- Healthcare facilities and medical institutions;

- Contractors and construction firms;
- Architects, designers, and consultants;
- Property developers and builders;
- Retailers, distributors, and resellers.

2.5 Products

"Products" means all goods, equipment, accessories, components, software, hardware, digital content, services, support offerings, and related items supplied, manufactured, distributed, or sold by the Company, including but not limited to lighted mirrors, smart mirrors, mirror televisions, bathroom televisions, outdoor televisions, marine televisions, digital displays, accessories, mounting systems, replacement parts, custom-made products, and any associated services.

Product descriptions, specifications, images, drawings, renderings, brochures, and marketing materials are provided for general informational purposes and may be subject to modification without notice.

2.6 Custom Products

"Custom Products" means products that are manufactured, assembled, configured, modified, personalized, or produced according to the Customer's specific requirements, instructions, measurements, specifications, finishes, materials, colors, designs, branding, technical requirements, installation requirements, or other requested customizations.

Custom Products include, without limitation:

- Made-to-order lighted mirrors and/or mirrors;
- Custom-sized mirror televisions;

- Customized smart mirrors;
- Bathroom televisions;
- Outdoor and Marine televisions;
- Personalized products;
- Products manufactured to approved drawings or specifications;
- Special-order products not regularly stocked by the Company.

Custom Products are manufactured specifically for the Customer and generally cannot be resold to another purchaser. As a result, Custom Products may be subject to separate cancellation, return, refund, and warranty provisions.

2.7 Standard Products

"Standard Products" means products that are manufactured, stocked, marketed, or offered by the Company as part of its regular product range and that are sold without substantial customization, modification, or personalization requested by the Customer.

Standard Products may include:

- Stock inventory products;
- Standard bathroom televisions;
- Standard outdoor televisions;
- Standard marine televisions;
- Standard accessories and replacement components;
- Other products designated by the Company as standard catalog items.

The classification of a product as a Standard Product or Custom Product shall be determined by the Company based on the nature of the order, production requirements, customization level, and applicable product specifications.

2.8 Interpretation

References in these Terms to the singular include the plural and vice versa, and references to one gender include all genders where the context permits. Headings are included for convenience only and shall not affect the interpretation of these Terms.

3. Acceptance of Terms

By accessing, browsing, using, registering with, requesting information from, obtaining a quotation from, placing an order through, or purchasing products or services from Evervue, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, together with any other policies, agreements, notices, and documents expressly incorporated by reference, including but not limited to our Privacy Policy, Warranty Policy, Shipping & Delivery Policy, and Return, Refund & Cancellation Policy,

These Terms apply to all visitors, users, customers, consumers, business customers, distributors, resellers, contractors, architects, designers, developers, consultants, installers, agents, and other parties who access or use our websites, products, or services.

If you are entering into a transaction on behalf of a company, organization, partnership, trust, government entity, or other legal person, you represent and warrant that you have the legal authority to bind such entity to these Terms. In such cases, references to “you” and “your” shall refer to both the individual acting on behalf of the entity and the entity itself.

You acknowledge and agree that:

a. All information provided to Evervue during the quotation, ordering, payment, delivery, warranty, or support process is accurate, complete, and current;
b. You are legally capable of entering into a binding contract under the laws applicable in your jurisdiction;
c. You will use Evervue products and services only for lawful purposes and in compliance with all applicable laws, regulations, codes, and industry standards;
d. Your use of the website and purchase of products does not create any partnership, joint venture, agency, employment, franchise, fiduciary, or other relationship between you and Evervue, except as expressly agreed in writing;
e. Electronic communications, electronic signatures, online order confirmations, electronic invoices, and other electronic records shall have the same legal effect and enforceability as written documents to the fullest extent permitted by applicable law.

If you do not agree to these Terms, you must immediately discontinue use of the website and refrain from placing orders, purchasing products, or using any Evervue products or services.

Evervue reserves the right to update, amend, modify, or replace these Terms from time to time. Any changes will become effective upon publication on the applicable Evervue website unless otherwise required by applicable law. Continued use of the website, products, or services after such publication constitutes acceptance of the revised Terms.

Nothing in these Terms shall limit or exclude any mandatory consumer rights or protections that cannot be waived or excluded under applicable laws, including consumer protection legislation in the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the

United Arab Emirates, Panama, or any other jurisdiction where such rights are legally protected.

3.1 Reliance on Written Communications

The Customer acknowledges that Evervue's products, specifications, pricing, lead times, warranty coverage, technical capabilities, and commercial terms are governed solely by the written documents issued or approved by Evervue, including quotations, invoices, order confirmations, approved drawings, technical specifications, sales agreements, policies, and other written communications.

No oral statement, verbal representation, estimate, prediction, opinion, recommendation, advice, promise, commitment, or assurance made by any employee, sales representative, distributor, reseller, contractor, consultant, installer, agent, or other third party shall modify, expand, waive, or override these Terms or create any binding obligation upon Evervue unless expressly confirmed in writing by an authorized representative of Evervue.

In the event of any conflict between verbal communications and written documentation issued by Evervue, the written documentation shall prevail.

4. Eligibility to Purchase

To purchase products or services from Evervue, access certain features of our website, request quotations, or enter into contractual arrangements with Evervue, you must meet the eligibility requirements set forth in this Section.

4.1 Legal Capacity

By placing an order, requesting a quotation, entering into a purchase agreement, or otherwise engaging in a transaction with Evervue, you represent and warrant that:

a. You are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction, whichever is higher;
b. You possess the legal capacity and authority to enter into a binding contract under the laws applicable in your jurisdiction;
c. You are not prohibited from entering into commercial transactions under any applicable law, regulation, court order, or governmental restriction;
d. All information provided to Evervue is accurate, complete, current, and not misleading.

4.2 Business Purchasers

Where an order is placed on behalf of a corporation, partnership, limited liability company, government entity, trust, nonprofit organization, or other legal entity, the individual placing the order represents and warrants that they are duly authorized to act on behalf of and legally bind that entity.

Evervue reserves the right to request documentation verifying such authority, including but not limited to corporate resolutions, powers of attorney, authorization letters, business registrations, or other supporting documents.

4.3 Consumer Purchasers

Consumers purchasing products for personal, family, or household use may be entitled to statutory consumer rights under applicable consumer protection laws.

Nothing in these Terms shall be interpreted as limiting any non-excludable rights available under applicable law.

Consumer purchasers may be required to provide valid contact information, billing details, delivery information, and proof of identity where reasonably necessary to process orders, prevent fraud, comply with legal obligations, or verify ownership of an account.

4.4 International Purchases

Evervue products and services may be offered for sale in multiple jurisdictions. Customers purchasing products for importation into another country are responsible for ensuring that the purchase, importation, possession, installation, and use of the products comply with all applicable local laws, regulations, building codes, electrical standards, customs requirements, sanctions laws, and import restrictions.

Evervue reserves the right to decline or cancel transactions where shipment, importation, exportation, or use of the products may violate applicable laws or regulatory requirements.

4.5 Restricted Persons and Sanctions Compliance

Customers may not purchase products or services from Evervue if they:
Evervue reserves the right to conduct compliance checks and to refuse, suspend, cancel, or terminate any transaction where compliance concerns arise.

a. Are located in, ordinarily resident in, or acting on behalf of persons located in countries or territories subject to comprehensive trade restrictions or sanctions imposed by applicable governmental authorities;

b. Appear on any applicable government sanctions, denied persons, restricted parties, anti-money laundering, anti-terrorism, or export control lists;
c. Intend to use Evervue products or services in violation of any applicable law, regulation, embargo, export control requirement, or sanctions regime.

Evervue reserves the right to conduct compliance checks and to refuse, suspend, cancel, or terminate any transaction where compliance concerns arise.

4.6 Fraud Prevention and Verification

To protect customers and maintain the integrity of its business operations, Evervue may, at its sole discretion, conduct verification procedures before accepting an order, processing payment, shipping products, or providing services.

Such verification may include:

- Identity verification;
- Payment verification;
- Address verification;
- Business registration verification;
- Anti-fraud screening;
- Sanctions and compliance screening.

Failure to provide requested information within a reasonable period may result in order delays, suspension, or cancellation.

4.7 Right to Refuse Transactions

Evervue reserves the right, to the extent permitted by applicable law, to refuse service, decline quotations, reject orders, limit quantities, suspend accounts, or cancel transactions where:

a. Eligibility requirements are not satisfied;
b. Information provided is inaccurate, incomplete, or misleading;
c. Fraud, abuse, unauthorized activity, or suspicious conduct is suspected;
d. Applicable legal, regulatory, compliance, export control, sanctions, customs, or licensing requirements cannot be satisfied;
e. Product availability, manufacturing constraints, pricing errors, technical errors, or other operational circumstances make fulfillment impractical or impossible.

Any payment received for an order that is cancelled by Evervue under this Section shall be refunded in accordance with applicable law and the applicable payment processing procedures.

4.8 Compliance with Applicable Laws

By purchasing products or services from Evervue, you agree to comply with all applicable laws, regulations, standards, and governmental requirements in connection with the purchase, importation, installation, operation, maintenance, resale, and use of the products.

Nothing in this Section shall limit any mandatory consumer rights or protections that cannot be excluded under applicable laws, including those of the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the United Arab Emirates, Panama, or any other jurisdiction where Evervue conducts business.

5. Product Information

Evervue strives to ensure that all product descriptions, specifications, measurements, images, drawings, renderings, brochures, catalogs, technical documentation, and other

product-related information are accurate and up to date. However, product information is provided for general informational purposes only and may be subject to modification, correction, improvement, or updating without prior notice.

Evervue products may exhibit minor cosmetic imperfections or variations arising from the nature of the materials used, manufacturing processes, fabrication methods, finishing techniques, assembly procedures, or normal material tolerances.

These conditions may include, without limitation:

- Minor scratches, surface marks, or blemishes;
- Minor imperfections in product frames, frame edges, corners, or joints;
- Small variations in paint, coating, plating, color, texture, grain, or surface finish;
- Minor irregularities in metal, wood, decorative, or other frame materials;
- Minor edge imperfections, chipped corners, or edge chips;
- Minor variations in appearance that do not materially affect the product's structural integrity, intended functionality, or safe use.

Where such conditions are minor, cosmetic in nature, and do not materially affect the product's intended functionality, structural integrity, or safe use, they shall not, by themselves, constitute manufacturing defects or grounds for product rejection, return, refund, cancellation, or replacement, subject to the applicable Warranty Policy and mandatory consumer protection laws.

This provision does not exclude genuine manufacturing defects, structural defects, material defects, or other conditions that materially affect the product's intended functionality, structural integrity, safety, or conformity with the agreed specifications.

Customers must report suspected transportation damage or other delivery-related damage in accordance with Evervue's Shipping & Delivery Policy.

All reported conditions shall be evaluated based on their nature, severity, location, visibility under normal viewing conditions, effect on functionality and structural integrity, and the requirements of applicable law.

5.1 Specifications

Product specifications published on the Company's website, quotations, technical drawings, brochures, catalogs, manuals, marketing materials, or other documentation are intended to provide general guidance regarding product features and performance.

Specifications may include, but are not limited to:

- Product dimensions;
- Display sizes;
- Mirror glass types;
- Brightness levels;
- Resolution and display characteristics;
- Electrical requirements;
- Connectivity features;
- Operating systems;
- Environmental ratings;
- Waterproofing classifications;
- Materials and finishes;
- Weight and mounting requirements;
- Product compatibility and integration capabilities.

The Company reserves the right to modify, improve, discontinue, replace, update, or substitute product specifications, components, materials, technologies,

suppliers, or manufacturing processes without prior notice, provided that such changes do not materially diminish the intended functionality of the product.

Unless expressly stated in writing, specifications do not constitute a guarantee of performance, compatibility, suitability, or fitness for a particular purpose.

5.2 Measurements and Dimensions

All dimensions, measurements, weights, capacities, installation clearances, technical tolerances, and other sizing information are approximate and subject to reasonable manufacturing tolerances.

Customers are solely responsible for:

- Verifying all dimensions prior to purchase;
- Confirming installation requirements;
- Ensuring adequate structural support;
- Confirming electrical and mechanical compatibility;
- Reviewing approved shop drawings and technical drawings where applicable;
- Verifying custom measurements before production begins.

For Custom Products, the Customer bears sole responsibility for the accuracy of all measurements, specifications, drawings, templates, and information submitted to the Company.

The Company shall not be liable for errors, delays, additional costs, installation issues, replacement requirements, or damages arising from incorrect measurements, inaccurate information, or specifications supplied by the Customer or third parties acting on the Customer's behalf.

5.3 Colors, Finishes, and Materials

Product colors, finishes, textures, coatings, materials, lighting temperatures, and visual appearances may vary due to manufacturing processes, material characteristics, lighting conditions, display settings, photography, printing processes, monitor calibration, and device configurations.

Examples include:

- Mirror tint variations;
- Glass color variations;
- LED color temperature differences;
- Metallic finish variations;
- Painted surface variations;
- Natural material characteristics;
- Stone, wood, or decorative material variations;
- Screen brightness and color representation.

Minor variations in color, finish, texture, grain, pattern, reflectivity, or appearance shall not be considered manufacturing defects and shall not constitute grounds for cancellation, rejection, return, refund, or warranty claims unless otherwise required by applicable law.

Customers requesting exact color matching, finish matching, or material matching should consult the Company before placing an order and may be required to approve samples, swatches, or production references where available.

5.4 Product Images, Drawings, and Renderings

Product images, photographs, videos, illustrations, diagrams, renderings, 3D visualizations, marketing materials, and technical drawings are provided for illustrative purposes only.

Actual products may differ from displayed images due to:

- Product improvements or updates;
- Manufacturing variations;
- Material availability;
- Customization requests;
- Lighting conditions;
- Display and screen settings;
- Product size differences;
- Product generation changes;
- Regional product variations.

Accessories, decorative items, furniture, electronic devices, installation components, mounting hardware, or other items shown in images may not be included unless expressly stated in the applicable quotation, order confirmation, invoice, product description, or sales agreement.

The Company does not warrant that product images or visual representations will exactly reflect the appearance, dimensions, color, finish, or configuration of the delivered product.

5.5 Product Availability and Discontinuation

The Company reserves the right to modify, replace, upgrade, discontinue, suspend, or withdraw any product, feature, accessory, material, finish, technology, or product line at any time without prior notice.

Where a product becomes unavailable after an order has been placed, the Company may, at its discretion:

- Offer a comparable substitute product;
- Offer an upgraded product;
- Offer alternative materials or finishes;
- Modify production specifications with Customer approval;
- Cancel the affected portion of the order and issue an appropriate refund where applicable.

5.6 Reliance on Product Information

Customers should not rely solely on website content, marketing materials, product images, or general product descriptions when making purchasing decisions.

Where technical performance, compatibility, installation requirements, integration capabilities, environmental conditions, regulatory compliance, or project-specific requirements are important, Customers are encouraged to consult with the Company and obtain written confirmation prior to placing an order.

Nothing in this Section limits any statutory rights or remedies that cannot be excluded under applicable consumer protection laws.

6. Quotations and Pricing

6.1 General Pricing

All prices displayed on the Company's website, quotations, proposals, catalogs, brochures, price lists, marketing materials, or other communications are provided for informational purposes only and do not constitute a binding offer unless expressly confirmed in writing by the Company.

Prices are subject to change at any time without prior notice due to market conditions, material costs, labor costs, exchange rate fluctuations, transportation costs, regulatory changes, tariffs, duties, taxes, supplier pricing adjustments, or other factors affecting the cost of production or delivery.

A binding price shall only be established upon the Company's issuance of a written quotation, invoice, order confirmation, sales agreement, or other written acceptance of an order.

6.2 Quotations

All quotations issued by the Company are non-binding invitations to purchase and are subject to availability, technical review, manufacturing feasibility, credit approval, and final acceptance by the Company.

Unless otherwise stated in writing, quotations:

- Are issued based on information available at the time of preparation;
- Are valid only for the period specified in the quotation;
- Are subject to product availability;
- May be revised or withdrawn prior to acceptance;

- Do not guarantee production capacity or delivery schedules;
- Do not constitute a reservation of inventory, production slots, or materials.

The Company reserves the right to correct clerical, typographical, technical, pricing, calculation, or administrative errors contained in any quotation without liability.

6.3 Quotation Validity

Unless otherwise stated in writing, quotations shall remain valid for ninety (90) calendar days from the date of issuance.

Following expiration of the quotation validity period, the Company reserves the right to:

- Recalculate pricing;
- Revise specifications;
- Modify delivery schedules;
- Reassess freight costs;
- Reissue a revised quotation.

Any quotation accepted after its expiration date shall be subject to confirmation by the Company.

6.4 Currency

Prices may be quoted in various currencies, including but not limited to:

- United States Dollars (USD);
- Euros (EUR);
- British Pounds Sterling (GBP);

- Australian Dollars (AUD);
- United Arab Emirates Dirhams (AED);
- Hong Kong Dollars (HKD);
- Other currencies as determined by the Company.

Unless otherwise specified in writing, all payments shall be made in the currency stated on the applicable quotation, invoice, or order confirmation.

The Company shall not be responsible for exchange rate fluctuations, bank conversion fees, intermediary bank charges, or currency-related losses incurred by the Customer.

6.5 Taxes, Duties, and Government Charges

Unless expressly stated otherwise in writing, quoted prices do not include:

- Value Added Tax (VAT);
- Goods and Services Tax (GST);
- Sales Tax;
- Use Tax;
- Import Duties;
- Customs Duties;
- Excise Taxes;
- Withholding Taxes;
- Regulatory Fees;
- Government Charges;
- Customs Clearance Charges;
- Brokerage Fees;
- Local Municipal Charges.

The Customer shall be solely responsible for all applicable taxes, duties, governmental charges, customs fees, import costs, and regulatory assessments arising from the purchase, shipment, importation, ownership, or use of the products.

Where the Company is required by law to collect taxes, such amounts shall be added to the invoice and paid by the Customer.

6.6 Shipping and Freight Charges

Unless expressly stated otherwise in writing, product pricing does not include:

- Shipping costs;
- Freight charges;
- Insurance charges;
- White-glove delivery services;
- Liftgate services;
- Remote area surcharges;
- Storage fees;
- Customs clearance charges;
- Port handling charges;
- Special delivery requirements.

Shipping and freight charges are estimates only unless specifically guaranteed in writing.

Additional charges arising after quotation issuance due to carrier rate increases, fuel surcharges, customs requirements, delivery restrictions, storage costs, or other circumstances may be charged to the Customer where permitted by applicable law.

6.7 Custom Products and Special Orders

Pricing for Custom Products is based upon the specifications, measurements, materials, finishes, technical requirements, engineering requirements, and customization requests provided by the Customer at the time the quotation is prepared.

Any subsequent change requested by the Customer may result in:

- Additional charges;
- Revised lead times;
- Re-engineering costs;
- Additional freight costs;
- Production delays;
- Revised quotations.

The Company reserves the right to issue revised pricing where changes materially affect production, procurement, engineering, logistics, or installation requirements.

6.8 Pricing Errors

Despite reasonable efforts to maintain accurate pricing information, errors may occasionally occur.

The Company reserves the right to:

- Correct pricing errors;
- Cancel orders affected by pricing errors;
- Refuse orders based on incorrect pricing;
- Issue revised quotations;

- Refund payments received for incorrectly priced products.

The Customer shall be notified promptly if a material pricing error is identified.

Nothing in this Section shall prevent the Company from complying with any mandatory consumer protection laws applicable to the transaction.

6.9 Promotional Pricing and Discounts

Promotional offers, discounts, coupons, rebates, special pricing arrangements, dealer pricing, reseller pricing, and marketing campaigns are subject to their specific terms and conditions.
Unless expressly stated otherwise:

- Promotions may be modified or withdrawn at any time;
- Discounts may not be combined;
- Promotions are available while supplies last;
- Promotional pricing applies only during the stated promotional period;
- Promotions have no cash value.

The Company reserves the right to reject promotional claims that do not satisfy the applicable requirements.

6.10 Deposits and Advance Payments

Unless otherwise expressly agreed in writing by the Company, full payment is required prior to the commencement of production, procurement, shipment, delivery, installation, or performance of services.

For Custom Products, made-to-order products, special-order products, and standard product purchases, the Company generally requires full payment before production or shipment can proceed.

At the Company's sole discretion, alternative payment arrangements may be offered for commercial projects, hospitality projects, healthcare projects, marine projects, government projects, construction projects, or other orders with significant quotation or invoice values. Such arrangements may include deposits, milestone payments, progress payments, staged invoicing, credit terms, or other mutually agreed payment schedules.

Any alternative payment arrangement shall only be valid if expressly agreed in writing by both the Company and the Customer and may be subject to additional conditions, credit review, guarantees, security requirements, or project-specific agreements.

Failure to make any required payment when due may result in:

- Suspension of production;
- Delayed procurement of materials;
- Suspension of services;
- Delayed shipment or delivery;
- Withholding of products;
- Storage fees;
- Cancellation of the order; and/or
- Other remedies available under applicable law or contract.

The Company reserves the right to refuse, revoke, modify, or withdraw any extended payment arrangement where the Customer fails to comply with agreed

payment obligations or where the Company reasonably determines that credit, commercial, or operational risks have materially increased.

Unless otherwise agreed in writing, all payments made to the Company shall be non-refundable except as expressly provided in these Terms, the applicable Return, Refund & Cancellation Policy, or as required by applicable law.

6.11 No Price Protection

Unless expressly agreed in writing, the Company does not provide price protection against future price increases, exchange rate changes, tax changes, tariff changes, freight increases, supplier cost increases, or other market fluctuations occurring after the issuance of a quotation or completion of a sale.

6.12 Business-to-Business Transactions

For Business Customers, all prices, quotations, and commercial terms are deemed confidential and may not be disclosed to third parties without the Company's prior written consent unless required by law.

Business Customers acknowledge that pricing may be based upon negotiated commercial arrangements, project-specific considerations, volume commitments, distribution agreements, or other business factors.

6.13 Consumer Rights

Nothing in this Section shall exclude, limit, or restrict any mandatory rights or protections afforded to Consumers under applicable laws, including consumer protection laws in the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the United Arab

Emirates, Panama, or any other jurisdiction where such rights cannot legally be excluded.

7. Orders and Contract Formation

7.1 General

All orders placed with the Company are subject to review, verification, product availability, technical feasibility, payment verification, compliance requirements, and formal acceptance by the Company.

The submission of an order, acceptance of a quotation, deposit, payment, or request for production by the Customer shall not, by itself, constitute acceptance of the order by the Company.

A legally binding contract shall be formed when the Company issues written acceptance of the order, including but not limited to a Purchase Order, Invoice, Signed Shop Drawings, email confirmation, or any other written communication indicating the Company's acceptance of the order.

For Custom Products, made-to-order products, and project-based orders, the Customer's approval of shop drawings, specifications, technical drawings, renderings, or production documents, together with the Company's written acceptance and commencement of production, shall form part of the contractual agreement between the parties.

7.2 Order Placement

Orders may be submitted through:

- The Company's website;
- Electronic commerce platforms;
- Email correspondence;
- Written purchase orders;
- Signed quotations;
- Authorized sales representatives;
- Other approved ordering methods designated by the Company.

The Customer is responsible for ensuring that all information provided at the time of ordering is accurate, complete, and up to date, including:

- Product selection;
- Product specifications;
- Measurements and dimensions;
- Finishes and materials;
- Delivery address;
- Billing information;
- Installation requirements;
- Contact information;
- Technical requirements;
- Project-specific details.

The Company shall not be responsible for delays, costs, inaccuracies, production errors, or other issues arising from incomplete or inaccurate information supplied by the Customer.

7.3 Order Acceptance

An order shall be deemed accepted only when the Company provides written confirmation of acceptance.

The Company may decline, suspend, cancel, or refuse an order where:

- Product availability is limited or unavailable;
- Pricing, technical, typographical, administrative, or calculation errors are identified;
- Manufacturing or engineering requirements cannot reasonably be met;
- Payment authorization or verification cannot be completed;
- Compliance, sanctions, export control, customs, fraud prevention, or legal concerns arise;
- The Customer fails to provide required information or documentation;
- The Company determines that fulfillment is impractical, commercially unreasonable, or prohibited by law.

If an order is declined after payment has been received, the Company shall refund any amounts paid in accordance with applicable law and the Company's payment procedures.

7.4 Production Commencement

For Custom Products, made-to-order products, special-order products, engineered products, and other non-stock items, production shall be deemed to commence upon the occurrence of any of the following events:

- Receipt of the required deposit or payment;
- Approval of Evervue-issued official invoice;
- Approval of shop drawings, technical drawings, specifications, or design documents;

Once production has commenced, the order may become non-cancellable and non-refundable, subject to applicable consumer protection laws and any specific contractual terms agreed in writing.

The Company reserves the right to recover costs incurred for materials, labor, engineering, procurement, production, logistics, administrative work, and other expenses associated with the order.

7.5 Customer Approval Responsibilities

Where Customer approval is required for invoice, drawings, specifications, renderings, measurements, layouts, engineering documents, finishes, or product configurations, the Customer shall carefully review all submitted documents before approval.

Approval by the Customer constitutes confirmation that:

- Measurements are accurate;
- Specifications are correct;
- Product configurations are acceptable;
- Design details have been reviewed;
- Installation requirements have been verified.

The Company shall not be responsible for errors, omissions, or discrepancies that were approved by the Customer prior to production.

7.6 Amendments and Change Requests

Requests to modify an order after acceptance must be submitted in writing and are subject to review and approval by the Company.

The Company is under no obligation to accept any amendment request after an order has been accepted.

Approved amendments may result in:

- Revised pricing;
- Additional engineering charges;
- Additional material costs;
- Revised lead times;
- Revised delivery schedules;
- Additional freight costs;
- Administrative fees;
- Production delays.

The Company shall provide notice of any material impact before implementing approved changes where reasonably practicable.

7.7 Amendments After Production Commencement

Once production has commenced, amendment requests may be restricted or unavailable.

Where the Company agrees to implement a post-production amendment, the Customer shall be responsible for all associated costs, including but not limited to:

- Material replacement costs;
- Re-engineering costs;
- Production interruption costs;
- Labor costs;
- Scrap and disposal costs;

- Additional shipping costs;
- Administrative charges.

The Company reserves the right to reject any amendment request that would adversely affect production schedules, product quality, operational efficiency, regulatory compliance, or contractual obligations.

7.8 Order Cancellation by Customer

Customer cancellation requests must be submitted in writing and shall not be effective unless acknowledged by the Company.

Cancellation requests shall be evaluated based on:

- Product type;
- Production status;
- Procurement status;
- Engineering and design work completed;
- Materials ordered or allocated;
- Labor and manufacturing costs incurred;
- Contractual commitments with suppliers and logistics providers; and
- Applicable consumer protection laws.

As Evervue operates as a factory-direct manufacturer, many products are manufactured, engineered, assembled, customized, or procured specifically for each Customer. Accordingly, cancellation rights may be limited once the Company has committed resources to the order.

Custom Products, personalized products, special-order products, project-based products, engineered-to-order products, and made-to-order products may become

non-cancellable once production, procurement, engineering, material sourcing, or manufacturing activities have commenced.

Subject to applicable law, the following cancellation charges shall generally apply:

a. Cancellation Prior to Production or Procurement Commencement

   If an order is cancelled before production, procurement, engineering, material sourcing, or manufacturing activities have commenced, the Customer shall be entitled to a refund less a cancellation fee equal to twenty-five percent (25%) of the total order value to cover administrative, transaction, engineering review, design, planning, and processing costs incurred by the Company.

b. Cancellation After Production or Procurement Commencement

   If an order is cancelled after production, procurement, engineering, material sourcing, or manufacturing activities have commenced, but before substantial completion of production, the Customer shall be responsible for a cancellation charge equal to sixty percent (60%) of the total order value, representing the Company's estimated costs for labor, materials, engineering, procurement, manufacturing scheduling, supplier commitments, and administrative expenses.

c. Cancellation Following Production Completion

   If an order is cancelled after production has been substantially completed or completed, the Customer shall be responsible for a cancellation charge equal to eighty percent (80%) of the total order value, representing the

Company's incurred manufacturing, engineering, procurement, labor, storage, handling, and preparation costs.

d. Custom Products and Special Orders

For Custom Products, personalized products, made-to-order products, and products manufactured to Customer-approved specifications, the Company reserves the right to retain amounts exceeding the above percentages where actual costs incurred are greater, or to deem the order non-cancellable where the product cannot reasonably be resold, repurposed, or returned to inventory.

e. Delivery Delays

Estimated delivery dates are provided in good faith based on information available at the time of quotation or order acceptance.

Due to manufacturing schedules, material availability, supplier lead times, logistics constraints, customs procedures, inspections, force majeure events, and other circumstances beyond the Company's reasonable control, delivery dates are estimates only and are not guaranteed unless expressly agreed in writing.

Delays in production, shipment, customs clearance, transportation, or delivery shall not constitute grounds for cancellation, refund, or chargeback except where required by applicable law.

f. Product Appearance and Material Variations

Minor variations in color, finish, texture, grain, reflectivity, lighting characteristics, material appearance, or visual presentation resulting from manufacturing processes, natural materials, photography, monitor settings, screen displays, or lighting conditions shall not constitute grounds for cancellation, return, refund, or rejection of products.

Customers may request material samples, finish samples, or color references prior to placing an order where available.

Additional cancellation provisions are set forth in the Company's Return, Refund & Cancellation Policy.

7.9 Order Cancellation by the Company

The Company reserves the right to cancel or suspend an order prior to shipment where:

- Payment obligations are not satisfied;
- Fraud or unauthorized activity is suspected;
- Compliance concerns arise;
- Required approvals are not obtained;
- Technical or manufacturing issues prevent fulfillment;
- Force majeure events occur;
- Fulfillment would violate applicable laws or regulations.

Where required by applicable law, any amounts paid for cancelled orders shall be refunded, less any amounts lawfully retained for work performed, materials procured, or costs incurred.

7.10 Contract Documents and Order of Precedence

In the event of any conflict between contractual documents, the following order of precedence shall apply unless otherwise agreed in writing:

a. Executed Sales Agreement or Contract;
b. Order Confirmation;
c. Approved Quotation or Proposal;
d. Approved Drawings and Technical Specifications;
e. Invoice or Pro Forma Invoice;
f. These Terms and Conditions;
g. Other Company Policies.

For the avoidance of doubt, verbal statements, oral discussions, sales presentations, marketing discussions, informal advice, or other unwritten communications shall not form part of the contractual agreement unless expressly incorporated into a written document issued or approved by Evervue.

No Customer purchase order terms or other unilateral documents shall modify these Terms unless expressly accepted in writing by an authorized representative of the Company.

7.11 Electronic Transactions

The Customer agrees that orders, approvals, authorizations, acceptances, amendments, and other communications may be conducted electronically.

Electronic signatures, email confirmations, digital approvals, online transactions, and electronic records shall have the same legal force and effect as original written documents to the fullest extent permitted by applicable law.

7.12 Consumer Rights

Nothing in this Section shall exclude, limit, or restrict any mandatory rights or protections afforded to Consumers under applicable consumer protection laws, including those of the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the United Arab Emirates, Panama, or any other jurisdiction where such rights cannot legally be excluded.

8. Payment Terms

8.1 Accepted Payment Methods

The Company accepts payment through approved payment methods as determined by the contracting Evervue entity.

Evervue USA Inc.

Evervue USA Inc. accepts the following payment methods:

- Credit Card (Visa, MasterCard, American Express, Discover, and other approved card providers);
- Automated Clearing House (ACH) Transfer;
- Wire Transfer;
- Business or Personal Check; and
- Other payment methods approved by Evervue USA Inc. in writing.

All Other Evervue Entities

Unless otherwise agreed in writing, Evervue entities outside the United States, including but not limited to Evervue Nederland B.V., Evervue UK Ltd., Evervue PTY. Ltd, Evervue Américas S.A., Evervue Asia Ltd. (Hong Kong), Evervue Middle East

(FZE), Evervue Gulf FZCO, and other affiliated companies, accept payment exclusively through:

- Wire Transfer; or
- Direct Bank Deposit / Check Deposit.

The Company reserves the right to modify accepted payment methods at any time without prior notice.

8.2 Payment Currency

Payments shall be made in the currency specified on the applicable quotation and invoice.

The Customer shall be responsible for all currency conversion costs, intermediary bank fees, correspondent bank fees, transfer fees, and other banking charges associated with the payment transaction.

The Company shall receive the full invoiced amount free and clear of any deductions, offsets, withholding charges, or bank fees unless otherwise required by applicable law.

8.3 Payment Due Date

Unless otherwise agreed in writing, full payment is required prior to production, procurement, shipment, delivery, installation, or performance of services.
No order shall be scheduled for production, procurement, shipment, or delivery until the required payment has been received and cleared by the Company's bank.

8.4 Large Project and Commercial Orders

At the Company's sole discretion, alternative payment arrangements may be offered for commercial projects, hospitality projects, healthcare projects, marine projects, government projects, construction projects, reseller projects, or other orders with significant quotation or invoice values.

Such arrangements may include:

- Deposits;
- Progress payments;
- Milestone payments;
- Staged invoicing;
- Credit terms; or
- Other mutually agreed payment schedules.

Any alternative payment arrangement must be expressly approved in writing by both the Company and the Customer.

8.5 Payment Verification

The Company reserves the right to verify payment information, customer identity, banking details, billing information, and transaction authenticity before accepting an order or releasing products for production or shipment.

The Company may delay, suspend, or cancel an order if payment verification cannot be completed to its satisfaction.

8.6 Credit Card Payments

For credit card transactions processed by Evervue USA Inc.:

- The cardholder must be authorized to use the payment card;
- Additional verification may be required;
- Orders may be delayed pending fraud prevention review;
- The Company reserves the right to refuse high-risk transactions.

Credit card payments are subject to the terms and conditions of the applicable payment processor and card issuer.

8.7 Check Payments

Orders paid by check may be subject to processing delays until funds have fully cleared the Company's bank account.

The Company reserves the right to withhold production, shipment, or delivery until payment clearance has been confirmed.

Any returned check, dishonored check, or insufficient funds transaction may result in additional bank charges, administrative fees, collection costs, and order delays.

8.8 Wire Transfers and Bank Deposits

Customers are responsible for ensuring that wire transfer instructions are followed accurately.

Any payment sent to an incorrect account due to Customer error shall remain the sole responsibility of the Customer.

The Company shall not be liable for losses resulting from incorrect transfer instructions supplied by the Customer or unauthorized modifications to payment instructions not issued directly by the Company.

8.9 Late Payments

If any payment is not received when due, the Company may, to the extent permitted by applicable law:

- Suspend production;
- Delay shipment or delivery;
- Withhold products or services;
- Suspend warranty support;
- Cancel the order;
- Recover collection costs, legal fees, and enforcement expenses; and
- Exercise any other remedies available under law or contract.

8.10 Chargebacks and Payment Disputes

Customers agree to contact the Company and provide a reasonable opportunity to resolve any order/transaction dispute before initiating a chargeback, payment reversal, or banking dispute.

Where a chargeback or payment reversal is initiated without valid legal grounds, the Company reserves the right to:

- Suspend or terminate services;
- Recover products where legally permitted;
- Pursue collection remedies;

- Recover chargeback fees, administrative costs, legal fees, and related expenses.

Nothing in this Section limits any mandatory rights available under applicable consumer protection laws.

8.10.1 Unauthorized Chargebacks and Payment Reversals

Customers agree to contact the Company and provide a reasonable opportunity to investigate and resolve any dispute before initiating a chargeback, payment reversal, or banking dispute.

If a Customer initiates a chargeback, payment reversal, ACH dispute, credit card dispute, or similar payment recovery action while retaining possession of the product, the Company may consider such action a material breach of contract.

To the fullest extent permitted by applicable law, the Company reserves the right to:

- Suspend or terminate warranty support and services;
- Recover unpaid amounts owed;
- Recover chargeback fees, banking fees, administrative costs, collection costs, legal fees, and enforcement expenses;
- Pursue recovery of products where legally permitted;
- Report delinquent accounts to collection agencies; and
- Exercise any other remedies available under applicable law or contract.

Nothing in this Section shall limit any rights available to Consumers under applicable consumer protection laws.

8.11 No Set-Off or Withholding of Payment

To the fullest extent permitted by applicable law, the Customer shall make all payments due to Evervue in full and without deduction, withholding, counterclaim, set-off, chargeback, recoupment, or offset of any kind.

The existence of any dispute, warranty claim, transport damage claim, alleged defect, delay, shortage, service issue, or other disagreement shall not relieve the Customer of its obligation to make timely payment of all undisputed amounts due under the applicable quotation, invoice, sales agreement, purchase order accepted by Evervue, or other contractual document.

Business Customers specifically agree that payment obligations are independent of any pending claim or dispute and that any claim against Evervue shall be pursued separately through the dispute resolution procedures set forth in these Terms.

Nothing in this Section shall limit any non-waivable rights or remedies available to Consumers under applicable law.

8.12 Taxes and Withholding

All payments shall be made without deduction or withholding unless required by law.

Where withholding taxes apply, the Customer shall provide all documentation reasonably required by the Company to claim available treaty benefits, exemptions, or tax credits.

The Customer remains responsible for any taxes, duties, customs charges, governmental fees, and regulatory assessments applicable to the transaction unless expressly stated otherwise in writing.

8.13 Collection Costs and Attorneys' Fees

If the Customer fails to make any payment when due, breaches any payment obligation, initiates an unjustified chargeback, payment reversal, banking dispute, or otherwise causes Evervue to incur costs in collecting amounts owed, the Customer shall reimburse Evervue for all reasonable costs incurred in enforcing its rights and recovering such amounts.

Recoverable costs may include, without limitation:

- Collection agency fees;
- Administrative costs;
- Attorneys' fees;
- Legal expenses;
- Court costs;
- Arbitration fees;
- Expert fees;
- Enforcement costs;
- Investigation costs; and
- Any other reasonable expenses incurred in connection with the recovery of unpaid amounts or enforcement of contractual rights.

Such amounts shall be recoverable to the fullest extent permitted by applicable law.

8.14 Ownership and Reservation of Title

Title to the products shall remain with the Company until the Company has received full payment of all amounts due under the applicable order, including the purchase price, taxes, shipping charges, fees, and any other amounts owed by the Customer.

Until full payment has been received, the Company reserves all rights and remedies available under applicable law regarding ownership and recovery of the products.

8.15 Consumer Rights

Nothing in this Section shall exclude, restrict, or limit any mandatory rights or protections afforded to Consumers under applicable laws, including the laws of the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the United Arab Emirates, Panama, or any other jurisdiction where such rights cannot legally be excluded.

9. Intellectual Property

9.1 Ownership of Intellectual Property

All intellectual property rights associated with the Company's business, products, services, technologies, designs, websites, content, materials, and branding are and shall remain the exclusive property of the Company and its licensors, affiliates, suppliers, or authorized rights holders.

Nothing in these Terms, any quotation, invoice, order confirmation, sale, delivery, or use of any product shall transfer, assign, license, or otherwise convey any

ownership rights in the Company's intellectual property except as expressly provided herein.

All rights not expressly granted are reserved by the Company.

9.2 Evervue Trademarks

The names Evervue®, Grand Mirrors™, MirrorVue™, QAIO™, DecoVue™, Ocea™, Cosmos™, CabiTV™, Spectrum™, Cinema™, and any other Company names, logos, trademarks, service marks, trade names, product names, slogans, brand identifiers, icons, graphics, or related branding elements are the property of the Company or its affiliated entities and may be protected under trademark, unfair competition, and intellectual property laws in various jurisdictions.

Customers may not:

- Use the Company's trademarks without prior written authorization;
- Register or attempt to register any identical or confusingly similar trademark, trade name, domain name, company name, social media account, or other identifier;
- Remove, alter, obscure, or modify trademark notices appearing on products, packaging, documentation, or websites;
- Represent themselves as an authorized distributor, dealer, representative, affiliate, or partner of the Company without written authorization.

Any authorized use of the Company's trademarks shall inure solely to the benefit of the Company.

9.3 Product Designs and Proprietary Technology

The Company's products may incorporate proprietary technology, industrial designs, engineering designs, product configurations, manufacturing methods, software, firmware, technical specifications, trade secrets, know-how, inventions, patents, patent applications, copyrights, and other proprietary rights.

All product designs, engineering drawings, technical drawings, specifications, renderings, CAD files, shop drawings, design concepts, prototypes, manufacturing processes, and related materials supplied by the Company remain the exclusive property of the Company unless otherwise expressly agreed in writing.

The purchase of a product does not grant the Customer any right to:

- Reproduce or manufacture the product;
- Reverse engineer the product;
- Copy or replicate product designs;
- Create derivative works based on the product;
- Commercially exploit proprietary designs or technology;
- Use Company drawings or specifications for third-party manufacturing;
- Remove or alter proprietary markings, labels, or notices.

Any custom design, engineering work, or project-specific development performed by the Company shall remain the Company's intellectual property unless otherwise agreed in a separate written agreement.

9.4 Website Content

All content appearing on the Company's websites, including but not limited to:

- Text;
- Product descriptions;
- Images;
- Photographs;
- Videos;
- Graphics;
- Logos;
- Icons;
- Layouts;
- Product renderings;
- Technical documentation;
- Catalogs;
- Downloads;
- Marketing materials;
- Software;
- Source code;
- Databases;
- Website design and functionality;

is owned by or licensed to the Company and is protected by applicable copyright, trademark, database, trade secret, and other intellectual property laws.

Customers may access and use website content solely for personal, informational, or legitimate business purchasing purposes.

Except as expressly permitted by applicable law or with prior written authorization from the Company, no person may:

- Copy;
- Reproduce;
- Republish;
- Distribute;
- Modify;
- Adapt;
- Translate;
- Display;
- Transmit;
- Sell;
- License;
- Commercially exploit; or
- Create derivative works from any website content.

9.5 Customer Submissions

Any information, feedback, suggestions, ideas, reviews, comments, recommendations, or other submissions voluntarily provided to the Company regarding products, services, technology, designs, or business operations may be used by the Company without restriction, compensation, or attribution to the extent permitted by applicable law.

The Customer represents and warrants that any submitted content does not infringe the intellectual property rights of any third party.

9.6 Unauthorized Use

Any unauthorized use of the Company's intellectual property may result in:

- Immediate termination of access to Company services;
- Suspension of accounts or orders;
- Legal proceedings;
- Injunctive relief;
- Recovery of damages;
- Recovery of legal fees and enforcement costs; and
- Any other remedies available under applicable law.

9.7 Third-Party Intellectual Property

Certain products, software, operating systems, applications, components, content, or technologies supplied by the Company may be subject to third-party intellectual property rights and licensing terms.

Nothing in these Terms shall grant the Customer any rights beyond those provided by the applicable third-party license agreements.

9.8 Reporting Intellectual Property Concerns

Any person who believes that their intellectual property rights have been infringed by content appearing on the Company's websites or products should notify the Company in writing and provide sufficient information to permit investigation of the claim.

The Company reserves the right to remove, restrict, or modify content where appropriate and in accordance with applicable law.

9.9 Survival

The provisions of this Section shall survive the termination, completion, cancellation, expiration, or performance of any transaction, order, agreement, or relationship between the Customer and the Company.

10. Limitation of Liability

10.1 General Limitation

To the fullest extent permitted by applicable law, the Company's total liability arising out of or relating to any product, service, quotation, order, contract, warranty claim, delivery, delay, website use, or other transaction shall be limited to the amount actually paid by the Customer to the Company for the specific product or service giving rise to the claim.

Nothing in these Terms shall exclude or limit liability that cannot legally be excluded or limited under applicable law.

10.2 Exclusion of Indirect and Consequential Damages

To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or economic damages arising from or related to the purchase, use, installation, operation, maintenance, repair, delay, or inability to use any product or service.

This exclusion includes, without limitation:

- Loss of profits;
- Loss of revenue;

- Loss of business opportunities;
- Loss of contracts;
- Loss of goodwill;
- Loss of anticipated savings;
- Loss of productivity;
- Loss of data;
- Business interruption;
- Downtime;
- Loss of use;
- Increased operating costs;
- Third-party claims; and
- Any other indirect or consequential losses.

10.3 Product Use and Installation

The Company shall not be liable for damages, losses, injuries, costs, or expenses arising from:

- Improper installation;
- Improper wiring or electrical connections;
- Failure to follow installation instructions;
- Improper maintenance;
- Unauthorized modifications or alterations;
- Misuse or abuse of products;
- Use outside intended operating conditions;
- Failure to comply with local building, electrical, safety, marine, or construction codes;
- Improper storage or handling;
- Acts or omissions of installers, contractors, electricians, designers, consultants, or third parties.

Customers are solely responsible for ensuring that products are installed and used by appropriately qualified professionals where required.

10.4 Product Compatibility and Integration

The Company does not guarantee compatibility with third-party products, software, hardware, home automation systems, applications, operating systems, network environments, or technologies unless expressly confirmed in writing.

The Company shall not be liable for losses, expenses, delays, or damages arising from incompatibility with third party products or services.

10.5 Delays and Delivery Issues

The Company shall not be liable for any damages, losses, penalties, liquidated damages, project delays, business interruption, or additional costs arising from:

- Production delays;
- Material shortages;
- Supply chain disruptions;
- Shipping delays;
- Customs inspections;
- Customs clearance delays;
- Port congestion;
- Carrier delays;
- Government actions;
- Regulatory requirements;
- Force majeure events; or
- Circumstances beyond the Company's reasonable control.

Delivery dates and lead times are estimates only unless expressly guaranteed in writing.

10.6 Custom Products and Customer Specifications

The Company shall not be liable for errors, defects, delays, costs, or losses arising from:

- Incorrect measurements supplied by the Customer;
- Incorrect specifications;
- Approved shop drawings;
- Approved engineering documents;
- Approved renderings;
- Approved product configurations;
- Customer-requested modifications;
- Information supplied by architects, designers, consultants, contractors, installers, or other third parties acting on behalf of the Customer.

Customer approval of drawings, specifications, measurements, or production documents constitutes acceptance of responsibility for the accuracy of such information.

10.7 Website and Information Disclaimer

While the Company endeavors to provide accurate information, the Company does not warrant that its websites, product descriptions, technical information, images, specifications, pricing, or other content are error-free, complete, current, uninterrupted, or free from inaccuracies.

The Company reserves the right to correct errors and omissions without liability.

10.8 Third-Party Services

The Company shall not be responsible for acts, omissions, products, services, delays, failures, or conduct of third parties, including but not limited to:

- Freight carriers;
- Shipping companies;
- Customs brokers;
- Installers;
- Contractors;
- Electricians;
- Software providers;
- Payment processors;
- Telecommunications providers;
- Internet service providers; or
- Government agencies.

Any claim relating to third-party services must be pursued directly against the applicable third party.

10.9 Maximum Liability

Except where prohibited by applicable law, the Company's aggregate liability arising from any claim, dispute, or cause of action shall not exceed the amount actually paid by the Customer to the Company for the product or service that is the subject of the claim.

Where multiple products are purchased, liability shall be limited to the specific product directly giving rise to the claim.

10.10 No Liability for Business Losses

For Business Customers, the Company expressly excludes liability for:

- Loss of business;
- Loss of commercial opportunities;
- Loss of project revenue;
- Loss of rental income;
- Loss of occupancy revenue;
- Loss of hospitality revenue;
- Loss of contracts;
- Loss of production;
- Loss of anticipated profits; and
- Similar commercial losses.

Business Customers acknowledge that they are better positioned to insure against such risks.

10.11 Customer Responsibility to Mitigate Loss

Customers shall take reasonable steps to mitigate and minimize any loss, damage, cost, or expense arising from a product issue, delivery issue, warranty claim, or other dispute.

The Company shall not be responsible for losses that could reasonably have been avoided through mitigation efforts.

10.12 Consumer Rights

Nothing in this Section shall exclude, restrict, or limit any liability that cannot legally be excluded or limited under applicable consumer protection laws, including applicable laws in the United States, Australia, the United Kingdom, the Netherlands and European Union, Hong Kong Special Administrative Region, the United Arab Emirates, Panama, or any other jurisdiction where such rights are protected by law.

Where applicable law provides Consumers with non-excludable guarantees, warranties, remedies, or rights, this Section shall be interpreted and applied only to the maximum extent permitted by such law.

10.13 Product Downtime and Business Interruption

To the fullest extent permitted by applicable law, Evervue shall not be liable for any loss of profits, loss of revenue, loss of business opportunity, loss of contracts, loss of goodwill, loss of anticipated savings, business interruption, operational downtime, project delays, loss of use, loss of occupancy, loss of productivity, reputational damage, or any indirect, incidental, special, exemplary, punitive, or consequential damages arising from or relating to:

- Product failure;
- Product malfunction;
- Product downtime;
- Delayed delivery;
- Delayed repair or replacement;
- Warranty service;
- Technical support services;
- Installation delays; or

- The use of or inability to use any product supplied by Evervue.

This limitation shall apply regardless of whether such damages arise in contract, tort, negligence, strict liability, statute, or otherwise, and regardless of whether Evervue has been advised of the possibility of such damages.

11. Indemnification

11.1 Customer Indemnification

To the fullest extent permitted by applicable law, the Customer agrees to defend, indemnify, and hold harmless the Company, its parent companies, subsidiaries, affiliates, directors, officers, shareholders, employees, agents, representatives, contractors, distributors, successors, and assigns from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable legal fees and professional costs, arising out of or relating to:

- The Customer's breach of these Terms;
- The Customer's violation of any applicable law, regulation, code, or governmental requirement;
- The Customer's misuse, improper use, modification, alteration, installation, operation, maintenance, storage, transportation, or disposal of any product;
- Incorrect measurements, specifications, drawings, designs, instructions, or information supplied by the Customer;
- Any infringement or alleged infringement of intellectual property rights arising from Customer-supplied materials, specifications, designs, logos, trademarks, artwork, content, or instructions;

- The acts, omissions, negligence, or misconduct of the Customer, its employees, contractors, consultants, installers, agents, subcontractors, representatives, or end users;
- Personal injury, property damage, economic loss, or other damages arising from the Customer's actions or omissions;
- Any unauthorized resale, redistribution, modification, or commercial use of the Company's products.

11.2 Custom Products and Customer Specifications

Where products are manufactured, modified, engineered, or customized based on specifications, drawings, measurements, designs, instructions, branding, logos, trademarks, artwork, or other information supplied by the Customer, the Customer shall be solely responsible for ensuring that such materials do not violate any law or infringe any third-party rights.

The Customer agrees to indemnify and hold harmless the Company against any claims arising from the manufacture, supply, use, or sale of products produced in accordance with Customer-provided requirements.

11.3 Third-Party Claims

The Customer shall promptly reimburse the Company for any losses, damages, costs, expenses, settlements, judgments, or legal fees incurred by the Company in connection with any claim covered by this Section.

The Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification, and the Customer agrees to cooperate fully in such defense.

11.4 Survival

The obligations contained in this Section shall survive the completion, cancellation, termination, expiration, delivery, warranty period, or performance of any order, agreement, transaction, or business relationship between the Customer and the Company.

11.5 Consumer Rights

Nothing in this Section shall require a Consumer to indemnify the Company to the extent such obligation is prohibited or restricted by applicable consumer protection laws.

12. Force Majeure

12.1 Force Majeure Events

The Company shall not be liable for any failure, delay, interruption, suspension, or inability to perform any obligation under these Terms, any quotation, order, invoice, sales agreement, warranty obligation, or other contractual arrangement where such failure or delay results from events or circumstances beyond the Company's reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to:

- Acts of God;
- Natural disasters;
- Earthquakes;
- Floods;
- Hurricanes;

- Typhoons;
- Storms;
- Fires;
- Epidemics;
- Pandemics;
- Public health emergencies;
- War;
- Armed conflict;
- Terrorism;
- Civil unrest;
- Riots;
- Sabotage;
- Government actions;
- Trade restrictions;
- Economic sanctions;
- Embargoes;
- Changes in law or regulation;
- Labor disputes;
- Strikes or lockouts;
- Utility failures;
- Power outages;
- Telecommunications failures;
- Cybersecurity incidents;
- Transportation disruptions;
- Port congestion;
- Customs inspections or customs delays;
- Carrier failures;
- Supply chain disruptions;
- Raw material shortages;
- Component shortages;

- Manufacturing interruptions;
- Supplier defaults; and
- Any other event beyond the reasonable control of the Company.

Force Majeure events shall not constitute grounds for cancellation, chargebacks, penalties, damages, compensation, or breach of contract claims against Evervue, except to the extent otherwise required by applicable law.

12.2 Effect of Force Majeure

Where a Force Majeure Event occurs, the Company may:

- Suspend performance of its obligations;
- Extend production schedules;
- Extend delivery schedules;
- Delay shipment or installation;
- Modify performance timelines;
- Allocate available inventory or production capacity;
- Temporarily suspend services; or
- Take other reasonable actions necessary to mitigate the effects of the Force Majeure Event.

Any contractual deadlines, production schedules, lead times, delivery estimates, or performance obligations shall be automatically extended for a period reasonably necessary to address the effects of the Force Majeure Event.

12.3 No Liability for Delays

The Company shall not be liable for:

- Delayed deliveries;
- Delayed production;
- Delayed installation;
- Lost profits;
- Business interruption;
- Project delays;
- Contractual penalties;
- Liquidated damages;
- Consequential damages; or
- Additional costs incurred by the Customer, where such losses result directly or indirectly from a Force Majeure Event.

12.4 Right to Cancel or Modify Performance

If a Force Majeure Event continues for an extended period and materially affects the Company's ability to perform its obligations, the Company may, upon written notice to the Customer:

- Suspend performance;
- Modify performance requirements;
- Cancel all or part of the affected order; or
- Terminate the affected contractual obligations without further liability, except for obligations accrued prior to the Force Majeure Event.

The Customer shall remain responsible for payment of products, materials, services, engineering work, procurement costs, labor, and other expenses incurred by the Company prior to such cancellation or termination.

12.5 Supply Chain and Customs Delays

The Customer acknowledges that the Company's products may involve international manufacturing, sourcing, procurement, and transportation activities.

Accordingly, delays caused by:

- International shipping disruptions;
- Customs inspections;
- Customs clearance procedures;
- Government import or export restrictions;
- Carrier delays;
- Port congestion;
- Supplier shortages; or
- Global supply chain interruptions, shall be deemed events beyond the Company's reasonable control and shall not constitute a breach of contract by the Company.

12.6 Notification

The Company shall use commercially reasonable efforts to notify affected Customers of any significant Force Majeure Event affecting production, shipment, delivery, or performance, although failure to provide such notice shall not affect the Company's rights under this Section.

12.7 Consumer Rights

Nothing in this Section shall exclude, limit, or restrict any rights or remedies that cannot legally be excluded under applicable consumer protection laws.

13. Business-to-Business Transactions

13.1 Application

This Section applies to all purchases made by Business Customers, including corporations, partnerships, government entities, contractors, developers, architects, designers, consultants, resellers, distributors, hospitality operators, healthcare institutions, and other commercial purchasers.

13.2 Commercial Transactions

Business Customers acknowledge that purchases are made for commercial, professional, industrial, institutional, development, resale, or business purposes and not for personal, household, or consumer use.

Business Customers are responsible for conducting their own due diligence regarding product suitability, technical specifications, installation requirements, regulatory compliance, and intended use.

13.3 No Reliance

Business Customers acknowledge that they have not relied upon any representation, warranty, statement, forecast, estimate, or promise not expressly set forth in these Terms, a written sales agreement, approved quotation, or written communication issued by the Company.

13.4 Commercial Risk Allocation

Business Customers acknowledge that custom manufacturing, international shipping, project scheduling, construction coordination, and supply chain activities involve commercial risks that are allocated between the parties under these Terms.

13.5 Resale Restrictions

Unless expressly authorized in writing, Business Customers may not represent themselves as authorized distributors, dealers, service providers, agents, or representatives of the Company.

13.6 Survival

The provisions of this Section shall survive completion, cancellation, termination, or expiration of any transaction between the parties.

14. Electronic Communications

14.1 Electronic Communications

The Customer agrees that communications between the Customer and the Company may be conducted electronically.

Electronic communications include, but are not limited to:

- Emails;
- Online forms;
- Website submissions;
- Electronic invoices;

- Electronic quotations;
- Electronic purchase orders;
- Electronic approvals;
- Electronic signatures;
- Customer portals;
- Digital documents; and
- Other electronic communications.

14.2 Electronic Signatures

To the fullest extent permitted by applicable law, electronic signatures, electronic approvals, digital acknowledgements, email confirmations, and electronic records shall have the same legal force and effect as original handwritten signatures and paper documents.

14.3 Consent to Electronic Delivery

The Customer consents to receiving quotations, invoices, order confirmations, contracts, notices, policies, warranty information, technical documents, and other communications electronically.

14.4 Record Retention

The Customer is responsible for maintaining copies of electronic communications and records relevant to their transactions with the Company.

14.5 Contact Information

The Customer shall ensure that contact information provided to the Company remains accurate and current. The Company shall not be responsible for failed communications resulting from inaccurate or outdated contact information.

15. Privacy and Data Protection

The Company's collection, use, storage, processing, disclosure, and protection of personal information are governed by the Company's Privacy Policy, as amended from time to time.

By accessing the Company's website, requesting quotations, placing orders, purchasing products, or otherwise interacting with the Company, the Customer acknowledges that personal information may be collected and processed in accordance with the Privacy Policy and applicable data protection laws.

The Privacy Policy is incorporated into these Terms by reference and forms part of the contractual relationship between the Customer and the Company.

Customers are encouraged to review the Privacy Policy available on the Company's website for additional information regarding data collection, data processing, international transfers, security measures, cookies, marketing communications, and privacy rights.

16. Governing Law and Jurisdiction

16.1 Governing Law

These Terms, together with any quotation, invoice, order, contract, warranty claim, purchase, or transaction with the Company, shall be governed by and construed in

accordance with the laws of the State of California, United States of America, without regard to conflict of law principles.

16.2 International Consumer Rights

Nothing in these Terms shall exclude, limit, waive, or restrict any mandatory rights, guarantees, remedies, protections, or obligations that cannot legally be excluded under applicable consumer protection laws in the jurisdiction where the Customer resides or where the transaction occurs.

Without limitation, Customers may be entitled to protections under:

- United States federal and state consumer protection laws;
- Australian Consumer Law (ACL);
- United Kingdom Consumer Rights Act 2015;
- Dutch Civil Code and applicable European Union consumer protection legislation;
- Hong Kong consumer protection and sale of goods legislation;
- United Arab Emirates Consumer Protection Law and applicable Free Zone regulations; and
- Other mandatory laws applicable in the Customer's jurisdiction.

16.3 Business Customers

For Business Customers, California law shall apply to the maximum extent permitted by applicable law unless otherwise agreed in writing by the parties.

16.4 Exclusion of CISG

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any transaction governed by these Terms.

17. Dispute Resolution

17.1 Good Faith Negotiation

Before commencing formal legal proceedings, the parties shall first attempt in good faith to resolve any dispute, claim, controversy, or disagreement arising out of or relating to these Terms, any order, purchase, warranty claim, product, or transaction through direct negotiations.

Either party may provide written notice describing the dispute and requesting negotiations.

17.2 Mediation

If a dispute cannot be resolved through negotiation within thirty (30) days, either party may request that the dispute be submitted to confidential mediation before a mutually agreed mediator.

Participation in mediation shall not prevent either party from seeking interim relief where necessary to protect its rights.

17.3 Arbitration

If negotiation and mediation fail to resolve the dispute, the Company may elect to submit the dispute to binding arbitration administered by a recognized arbitration institution in a mutually agreed location.

The arbitration shall be conducted in the English language and the decision of the arbitrator shall be final and binding upon the parties.

17.4 Court Jurisdiction

Where arbitration is not elected, prohibited by law, unavailable, or otherwise unenforceable, the parties agree that the state and federal courts located in Mongkok, Hong Kong shall have exclusive jurisdiction over any dispute arising under these Terms.

Nothing in this Section shall prevent the Company from seeking injunctive relief, equitable remedies, debt collection remedies, intellectual property protection, or enforcement actions in any court of competent jurisdiction.

17.5 Consumer Rights

Consumers shall retain any rights to bring claims before courts, tribunals, regulators, or consumer authorities where such rights cannot legally be waived under applicable law.

18. Severability

If any provision of these Terms is determined by a court, tribunal, arbitrator, or governmental authority of competent jurisdiction to be invalid, unlawful,

unenforceable, or void, that provision shall be severed from the remaining provisions to the minimum extent necessary.

The remaining provisions shall remain in full force and effect and shall continue to be enforceable to the fullest extent permitted by law.

Where permissible, any invalid or unenforceable provision shall be interpreted, modified, or replaced to most closely reflect the original intent of the parties.

19. Entire Agreement

These Terms, together with the Privacy Policy, Warranty Policy, Shipping & Delivery Policy, and Return, Refund & Cancellation Policy, approved quotations, invoices, order confirmations, approved shop drawings, sales agreements, and any other documents expressly incorporated by reference, constitute the entire agreement between the Customer and the Company with respect to the subject matter hereof.

These documents supersede all prior discussions, negotiations, communications, understandings, proposals, representations, agreements, and arrangements, whether oral or written, relating to the same subject matter.

No amendment, modification, waiver, or variation of these Terms shall be binding unless made in writing and approved by an authorized representative of the Company.

20. Contact Information

Questions, notices, claims, requests, legal correspondence, and communications regarding these Terms may be directed to the applicable Evervue entity responsible for the transaction.

- **Evervue Group**
  Email: sales@evervue.com.hk
  Website: www.evervue.com
- **Sales and Customer Support**
  Email: sales@evervue.com.hk
- **Warranty and Technical Support**
  Email: support@evervue.com
- **Corporate and Legal Notices**
  Email: corporatelegal@evervue.com

The Company may update its contact information from time to time by publishing updated information on its website.

Customers are encouraged to verify current contact information before sending legal notices or important communications.

Any notice required under these Terms shall be deemed delivered when actually received by the intended recipient.