INTRODUCTION & HIGHLIGHTS

Fine Art Handcrafted Lighting is excited to share its expanded Authorized Retail Dealer Program with you. Inside, you will find information about our Unilateral Minimum Price Policy, Authorized Retail Dealer Policy, and Advertising Policy. Upon your review, please pay particular attention to the following areas:

- The Unilateral Minimum Price Policy (UMPP)
- The Fine Art Handcrafted Lighting Advertising Policy to ensure brand consistency
- Internet Policy and how to represent Fine Art Handcrafted Lighting on the Internet
- Volume Requirement
- Service Guidelines—From quality to service to shipping
- Terms and Credit—Proforma orders
Effective May 1st, 2006

This policy applies to all transactions regarding residential & commercial products offered for sale by Fine Art Handcrafted Lighting.

Experience demonstrates that most designers and consumers purchase Fine Art Handcrafted Lighting’ lighting products after viewing our products first hand. Based on this, each visit to your store is an opportunity that can be maximized through use of well trained salespersons to provide thorough pre sale and post sale support to consumers, including deluxing, delivery and setup.

Fine Art Handcrafted Lighting believes that our continued growth and success depends on a stable Authorized Retail Dealer network that: (A) concentrates on making significant investments in representative samples of Fine Art Handcrafted Lighting products; (B) concentrates on in store retailing, allowing designers and consumers to see and inspect our products; (C) employ trained and knowledgeable salespersons; (D) provide pre sale and post sale support to the consumer, including accurate and realistic explanation of features and benefits, deluxing, proper setup and delivery; and (E) fulfill their obligations under the Fine Art Handcrafted Lighting Authorized Retail Dealer Policy.

Fine Art Handcrafted Lighting believes we can compete most effectively by having a selective Authorized Retail Dealer network. Fine Art Handcrafted Lighting’s management alone reserves the right to choose which Authorized Retail Dealers we will sell to. Please note that while Fine Art Handcrafted Lighting may have provided a price list or catalog to you, it does not necessarily imply that we will grant access to all products listed. This written Policy applies to Fine Art Handcrafted Lighting current residential & commercial products.

It is also our policy to avoid over representation of the product line within a given market area. This could cause damage to our reputation and our brand. Such practice would reduce the incentive for Authorized Retail Dealers to devote resources to the stocking, displaying and promotion of Fine Art Handcrafted Lighting’ products. It is our policy not to sell to any Authorized Retail Dealer who adopts distribution or sales methods which will adversely effect our sales and ability to compete. Therefore, our policy is that Authorize Retail Dealers have the primary responsibility for marketing to consumers in their immediate trading area. Authorized Retail Dealers who have made a significant investment in representative displays and use mail, fax, telephone or Internet as a supplemental method of quoting or sales shall abide by Fine Art Handcrafted Lighting UMPP (see p16).

Just as Fine Art Handcrafted Lighting recognizes the right of any Authorized Retail Dealer to cease doing business with Fine Art Handcrafted Lighting at any time with or without cause, we reserve the right to cease doing business with any Authorized Retail Dealer at any time with or without cause. Generally our reasons for reviewing our relationship with any Authorized Retail dealer would be concerned with inadequate service to the design trade and end-consumers, such as:

- Not identifying our products by name with correct specifications in accordance with our Advertising Policy;
- Inadequately trained personnel;
- Insufficient or misleading promotion and advertising of Fine Art Handcrafted Lighting’ products;
- Denigration of the Fine Art Handcrafted Lighting brand;
- Failure to pay our invoices when due or the taking of unauthorized deductions; or
- Failure to observe the terms of the Fine Art Handcrafted Lighting Authorized Retail Dealer Policy or to provide service under the Fine Art Handcrafted Lighting Warranty; or
- Violation of the Fine Art Handcrafted Lighting Unilateral Minimum Price Policy, or UMPP.

A. AUTHORIZED SALES LOCATIONS

Fine Art Handcrafted Lighting’ Authorized Retail Dealers are expected to sell our products only from locations approved by Fine Art Handcrafted Lighting. This is normally established at the time an account is opened. Fine Art Handcrafted Lighting will not do business with any Authorized Retail Dealer who sells its lighting products from an unauthorized location.

B. SALES TO CONSUMERS

Fine Art Handcrafted Lighting will not sell to any Authorized Retail Dealer who adopts a distribution policy which disrupts our established channels of distribution. An Authorized Retail Dealer, therefore, is expected to limit its sale of Fine Art Handcrafted Lighting lighting products to the design trade and end-users (“consumers”). An Authorized Retail Dealer who sells to retailers or wholesalers, or to a buying service or cooperative, is contrary to this policy. The practice of selling to the design trade is not a violation of our policy if the Authorized Retail Dealer operates a bona fide showroom for the design trade. Nothing herein shall restrict a Authorized Retail Dealer’s method of doing business for goods and services other than products manufactured or distributed by Fine Art Handcrafted Lighting.

C. SHIPMENTS TO AUTHORIZED RETAIL DEALERS

Fine Art Handcrafted Lighting expects the consumer to receive appropriate service with respect to our products. Shipments are made to a predetermined authorized location(s) or warehouse(s) unless special delivery programs are in place. In all cases, service to consumers must be foremost. Resale to any other Authorized Retail Dealer or
AUTHORIZED RETAIL DEALER POLICY

“transshipping” is expressly prohibited.

D. SALES AIDS

Fine Art Handcrafted Lighting regularly provides our Authorized Retail Dealers with catalogs, signage and other sales aids. Fine Art Handcrafted Lighting provides these materials to help you sell our products to your customers. Such materials remain the property of Fine Art Handcrafted Lighting. You can indeed provide these materials to your customers (design trade and end-consumers); however, you are not authorized to provide any of these materials to anyone other than your customers, especially other manufacturers and competitors. Valuable sales aids and advertising materials are also available through your Territory Manager and our Marketing Department.

E. ADVERTISING, PROMOTION & SOLICITATION

Fine Art Handcrafted Lighting expects the advertising and promotional activities of our Authorized Retail Dealers to reflect the Fine Art Handcrafted Lighting brand. We also expect proper trademark rights usage in all advertising so that our trademark rights are not compromised. Advertising and promotion shall be done in a tasteful and non-misleading manner, and shall present the Fine Art Handcrafted Lighting brand in a way which preserves and enhances our reputation as a premier Company in the lighting products industry. Any use of the Fine Art Handcrafted Lighting logo and/or products in advertising must be approved by Fine Art Handcrafted Lighting, in writing, prior to placing such advertising. For details of our advertising policy see Addendum 1—“Advertising Policy” (see p11).

F. THE INTERNET

Fine Art Handcrafted Lighting recognizes the evolution of the information highway and that some individual ARD desire to expand their distribution here. Fine Art Handcrafted Lighting does not prohibit an ARD from stating on a web site that the ARD displays and offers for sale Fine Art Handcrafted Lighting’ products or presents a picture or description of the Fine Art Handcrafted Lighting products and the price of the product as specified by our UMPP. The Fine Art Handcrafted Lighting name, logo and the names of Fine Art Handcrafted Lighting’ collections may be used on an ARDP website only with written permission from Fine Art Handcrafted Lighting. Dealers using the Internet as a promotional or sales tool must comply with both Fine Art Handcrafted Lighting’ UMPP and the Advertising Policy. Fine Art Handcrafted Lighting reserves the right to partner with key web-based internet sites that abide by our ARDP.

G. TERMS AND CREDIT

All orders for Fine Art Handcrafted Lighting are subject to acceptance by Fine Art Handcrafted Lighting in accordance with the terms and provisions on our standard acknowledgment form. Orders which have been accepted and acknowledged may be cancelled by Fine Art Handcrafted Lighting prior to shipment if, in its judgment, the Authorized Retail Dealer’s credit condition justifies such action or other business reasons dictate that such cancellation should take place.

Fine Art Handcrafted Lighting’ terms and pricing apply to all orders accepted regardless of any stipulation or condition contained in purchase orders submitted to us.

Net Terms

1. In order to establish open terms, Fine Art Handcrafted Lighting requires a signed and completed Account Information Form, with a minimum of three (4) valid trade references. The Authorized Retail Dealer certifies that all information provided is true and accurate and acknowledges that Fine Art Handcrafted Lighting is relying on such information in opening an account and extending credit. In submitting an application for open terms, the Authorized Retail Dealer acknowledges that Fine Art Handcrafted Lighting is permitted to obtain any information it considers necessary from any source concerning the information provided in the application. All information is held in strict confidence and used only for credit purposes.

2. Where credit has been approved, Fine Art Handcrafted Lighting’ regular terms for all products are Net 30 days from date of invoice, which is the same as the shipment date.

Pro Forma

Proforma: orders are processed on a “Proforma” (payment in advance) basis when credit has not been approved or requested. Payment in full is required with receipt of the order to facilitate production.
Unauthorized Deductions

1. Fine Art Handcrafted Lighting will not tolerate unauthorized deductions for any reason. An unauthorized deduction will result in the curtailment or delay of further shipments until the matter is resolved.

Merchandise Return

1. The Authorized Retail Dealer must obtain a Return Goods Authorization (RGA) from the Fine Art Handcrafted Lighting Customer Service Department in order to return damaged or defective merchandise. Once product is received and validated, Fine Art Handcrafted Lighting will issue a credit to the Authorized Retail Dealer’s account.

Allowances For Discrepancies

1. Allowances for discrepancies of any kind must be reported to the Fine Art Handcrafted Lighting Customer Service Department in writing. If the discrepancy is valid, Fine Art Handcrafted Lighting will issue a credit to the Authorized Retail Dealer’s account.

Guidelines For Past Due Invoices

1. The Fine Art Handcrafted Lighting Customer Service Department will contact the Authorized Retail Dealer to collect invoices that are past the invoice due date. Service charges of 18% per annum may be added to each past due transaction.

2. Delay in payment or non-payment of invoices and/or service charges may result in the delay or withholding of additional shipments and may severely affect future credit accommodations.

3. Orders placed in “credit review” will be held for three (3) weeks and may be cancelled unless payment is received.

4. Refusal to pay past due invoices or service charges may also result in the Authorized Retail Dealer’s account being placed with an outside agency for collection.

H. CERTIFICATE OF RESALE

Fine Art Handcrafted Lighting requires all Authorized Retail Dealers to provide a Blanket Certificate of Resale, which contains a valid sales tax exemption number for their respective states. In the absence of this certificate, all purchases will be deemed to be taxable and sales tax will be added to prices.

I. VOLUME REQUIREMENT

In order to maintain Authorized Retail Dealer status, Authorized Retail Dealers will be expected to meet minimum annual volume requirements and showroom displays. In order to maintain our selective distribution, it is important that sales volume requirements are met by all of our Authorized Retail Dealers. To remain current, it is critical that Authorized Retail Dealers display up-to-date product at all times. As such, Fine Art Handcrafted Lighting will assist each Authorized Retail Dealer with identifying the appropriate mix of product for showroom displays. Fine Art Handcrafted Lighting will cease to do business with any Authorized Retail Dealer who does not meet minimum annual volume requirements. Annual minimums will be communicated to Authorized Retail Dealers by Fine Art Handcrafted Lighting, and may change from year to year.

J. PRICING

Although Fine Art Handcrafted Lighting publishes a Unilateral Minimum Price list as stated on the UMPP, the Authorized Retail Dealer alone shall determine the price and terms of sale for Fine Art Handcrafted Lighting products. Fine Art Handcrafted Lighting Territory Managers have no authority to speak or act for Fine Art Handcrafted Lighting with respect to retail prices, and they have been specifically instructed not to discuss with any Authorized Retail Dealer the retail price charged by that Authorized Retail Dealer or by any other Authorized Retail Dealer for any Fine Art Handcrafted Lighting products. Fine Art Handcrafted Lighting employees and Territory Managers have also been instructed not to discuss with any Authorized Retail Dealer, the business practices of another party or any suspected violations of its sales policies.

Price lists will be sent to Fine Art Handcrafted Lighting Authorized Retail Dealers as directed by Territory Managers.

As Fine Art Handcrafted Lighting is confronted with price increases, an updated price list will be mailed to all Territory Managers and to all Fine Art Handcrafted Lighting Authorized Retail Dealers. Prices are subject to change at any time without prior notice.

K. FINE ART HANDCRAFTED LIGHTING SERVICE POLICY

All Authorized Retail Dealers are expected to provide superior service to the design trade and consumers who buy, or are interested in buying, Fine Art Handcrafted Lighting products. Failure to provide such service may result in termination of the Authorized Retail Dealer as a Fine Art Handcrafted Lighting dealer.

All Authorized Retail Dealers are expected to inspect and deluxe the products after they are received from the factory, prior to delivery to the consumer. This process should include set up, making adjustments to shades, cleaning and minor cosmetic touch-ups. All Authorized
AUTHORIZED RETAIL DEALER POLICY

Retail Dealers of Fine Art Handcrafted Lighting residential products are expected to provide post sales service to their consumers.

Any quality concerns, damages, or shortages should be reported to the Fine Art Handcrafted Lighting Territory Manager or Customer Service Department within 30 days of receipt of goods. A written damage report is required, and photographs are preferred. Freight damages must be reported to the carrier and Fine Art Handcrafted Lighting within 15 days.

Pre-packed or cartoned house delivery, by the Authorized Retail Dealer to consumer, is not recommended unless the Authorized Retail Dealer is willing to assume the risk and cost of concealed damage, minor problems, etc., that are found at the time of delivery to the consumer’s home. Lighting products should be inspected and delayed before delivery, with all functional parts checked. The fit of parts should be checked before delivery to the consumer. When in doubt, we recommend set up of all multi-component units before delivery to assure proper fit and the knowledge of assembly by the delivery personnel.

The only exception to in home repairs would be for certain latent defects covered under the Fine Art Handcrafted Lighting Limited Warranty.

Generally, adjustments or allowances will not be made, nor any procedures for corrections begun, until a Fine Art Handcrafted Lighting representative has inspected the problem and received written approval from Fine Art Handcrafted Lighting in advance. A written service report and photographs will be required. If Fine Art Handcrafted Lighting management agrees to be responsible for a claim, Fine Art Handcrafted Lighting may choose to authorize repair locally or make other adjustments in lieu of return.

After consideration of the above and authorization by Fine Art Handcrafted Lighting, the following is the preferred sequence for handling problems:

- The Authorized Retail Dealer or Territory Manager may request replacement parts and local repairs. An estimated cost of repair must be sent in writing to the Fine Art Handcrafted Lighting Customer Service Department and approved in writing, in advance. The Customer Service Department representative has guidelines for such repairs. Fine Art Handcrafted Lighting will not accept automatic charge backs, and will insist the Authorized Retail Dealer not submit or deduct any charges until the necessary approvals have been made and a Fine Art Handcrafted Lighting credit memo has been issued. This will eliminate needless expense, waste of time and confusion for all parties.

- Authorized Retail Dealers or Territory Managers may request an allowance to keep “as is”. This requires prior written approval from the Fine Art Handcrafted Lighting Customer Service Department.

- When local repairs and allowances cannot be made, subject merchandise may be brought back to the factory for repair and then returned to the Authorized Retail Dealer, or replaced at Fine Art Handcrafted Lighting discretion. A “Return Goods Authorization” (RGA) must be issued by the Customer Service Department before any merchandise can be returned or it will be refused and the carrier will be instructed to contact the Authorized Retail Dealer for disposition. The Authorized Retail Dealer must arrange for pick up by a Fine Art Handcrafted Lighting authorized carrier. Lighting products returned to the factory must be in the original Fine Art Lamps carton(s) and secured in accordance with the National Motor Freight Classification Tariff or it will be refused. Fine Art Handcrafted Lighting is not responsible for handling or packaging charges prior to shipment.

- Generally, all consumer inquiries that are received by Fine Art Lamps will be referred to the Authorized Retail Dealer for handling. Fine Art Handcrafted Lighting will provide support to the Authorized Retail Dealer to ensure that the consumer receives the best possible Fine Art Handcrafted Lighting experience.

L. LIMITED WARRANTY

Fine Art Handcrafted Lighting warrants its lighting products to be free from defects in material and workmanship under normal use and service to the original purchaser. Lighting products in which such defects do occur will be repaired or replaced, at Fine Art Handcrafted Lighting’ discretion. This remedy is exclusive and Fine Art Handcrafted Lighting does not authorize any person to create for it any other obligation or liability in connection with this lighting product.

Lighting products are made of naturally variable raw materials. Differences in grain character and color are naturally occurring variations and not within the control of the manufacturer nor considered defects under this warranty.

Fine Art Handcrafted Lighting’ customer is the Authorized Retail Dealer. All complaints must be resolved through the Authorized Retail Dealer from which the lighting product was purchased. To obtain warranty service, the Authorized Retail Dealer must supply dated proof of purchase. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS LIGHTING PRODUCT IS LIMITED BASED ON THE INDIVIDUAL PRODUCT WARRANTY PERIOD. FINE ART HANDCRAFTED LIGHTING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR COMMERCIAL LOSS. Some states do not allow limitations on how long an implied warranty will last or the exclusion of limitation of incidental or consequential damages, therefore the above limitation or
exclusions may not apply.

M. OTHER LIGHTING PRODUCT SUPPLIERS

This Policy is not intended to restrict in any way the manner in which Fine Art Handcrafted Lighting’ Authorized Retail Dealers market other lighting product manufacturer’s lines or in any way inhibit your arrangements with such manufacturers.

N. NON ASSIGNABILITY

Your designation by Fine Art Handcrafted Lighting as an Authorized Retail Dealer is not assignable to any other person, firm, or entity. Fine Art Handcrafted Lighting considers change in ownership, control, or management of its Authorized Retail Dealers by purchase, merger or otherwise to be an assignment.

O. AMENDMENT

This Policy may be amended from time to time by the management of Fine Art Handcrafted Lighting by written notice to its Authorized Retail Dealers. Territory Managers are not authorized to alter or modify this Policy statement.

P. ATTORNEYS’ FEES

If Fine Art Handcrafted Lighting or a Fine Art Handcrafted Lighting Authorized Retail Dealer violates or otherwise breaches any of the terms of this Policy statement, then that party shall, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by the other party by reason of the enforcement or protection of its rights under this Policy statement, including, but not limited to, costs of collection.

Q. RESOLUTION OF DISPUTES—ARBITRATION

Definitions

As used in this Arbitration Provision (“Provision”), the following definitions will apply:

“You” or “Your” means any or some or all of the Authorized Retail Dealers who have entered into any Transaction with Fine Art Handcrafted Lighting regarding residential or commercial products offered for sale by Fine Art Handcrafted Lighting, including the heirs, survivors, assigns, and representatives of said Authorized Retail Dealers.

“We” or “Us” means Fine Art Handcrafted Lighting, any assignee, together with their respective corporate parents, subsidiaries, affiliates, predecessors, assignees, successors, employees, agents, stockholders, directors, and officers (whether acting in their corporate or individual capacity).

“Transaction” means any one or more past, present, or future offers or purchases of a residential or commercial product, or insurance, warranty, or service offered for sale by any of Us to You.

“Dispute” means any case, claim, dispute, controversy, tort, disagreement, or lawsuit now or hereafter existing between You and Us. A Dispute includes, without limitation, anything that concerns:

- This Provision;
- Any past, present, or future Transaction;
- Any past, present, or future insurance, warranty, service, or product that is offered in connection with a Transaction;
- Any documents or instruments that contain information about any Transaction, insurance, warranty, service, or product; or
- Any act or omission by any of Us regarding any Dispute.

AGREEMENT TO ARBITRATE ALL DISPUTES. All Disputes between You and Us arising out of, in connection with, or relating to, this Policy statement or any Transaction shall be resolved by binding arbitration in accordance with (i) the Federal Arbitration Act; (ii) the Commercial Arbitration Rules of the American Arbitration Association (“Administrator”); and (iii) this Provision, unless we both agree in writing to forgo arbitration. The terms of this Provision shall control any inconsistency between the rules of the Administrator and this Provision.

You may obtain a copy of the arbitration rules by calling (800) 778-7879. Any party to this Provision may bring an action, including a summary or expedited proceeding, to compel arbitration of any Dispute, and/or to stay the litigation of any Disputes pending arbitration, in any court having jurisdiction. Such motion may be brought at any time, even if a Dispute is part of a lawsuit, up until the entry of a final judgment.

Examples of Disputes that are governed by this Agreement include, without limitation, those involving:

- Any State or Federal statute or regulation;
- Any contract or tort claim, including claims alleging the failure to disclose material facts;
- Any other common-law claim;
- Any party’s acceptance of this Provision and/or willingness to be bound by its terms and provisions; or
- Any dispute about closing, servicing, collecting, or enforcing a Transaction.

JUDGMENT. Judgment upon any arbitration award may be entered in any court having jurisdiction.

CLAIMS EXCLUDED FROM ARBITRATION. The following types of
matters will not be arbitrated. This means that neither one of us can require the other to arbitrate:

- Any action to effect a foreclosure to transfer title to the property being foreclosed; or
- Any matter where all parties seek monetary damages in the aggregate of $15,000.00 or less in total damages (compensatory and punitive), costs, and fees.

However, should either party initiate arbitration, the other party, at its option, may seek injunctive and monetary relief in arbitration. Participating in a lawsuit or seeking enforcement of this section by a court shall not waive the right to arbitrate any other Dispute.

Additional Terms

PLACE OF ARBITRATION. The arbitration shall be conducted in Miami-Dade County, Florida, unless all parties agree in writing to another location.

TIMING OF HEARING. The arbitration hearing shall commence within ninety (90) days of the demand for arbitration made to the Administrator in accordance with its rules.

APPEAL. Either You or We may appeal the arbitrator’s award to a three-arbitrator panel selected through the Administrator, which shall reconsider de novo any aspect of the initial award requested by the appealing party.

NO CLASS ACTIONS/NO JOINDER OF PARTIES. You agree that any arbitration proceeding will only consider Your Disputes. Disputes involving other Authorized Retail Dealers will not be arbitrated in any proceeding that is considering Your Disputes. Similarly, You may not join with other Authorized Retail Dealers to bring Disputes in the same arbitration proceeding, unless all of the Authorized Retail Dealers are parties to the same Transaction.

LIMITATION ON PUNITIVE DAMAGES. If applicable law permits the award of punitive damages and the arbitrator authorizes such an award, any punitive damages awarded to You or Us may not exceed the greater of $250,000.00 or three times the amount of actual compensatory damages awarded by the arbitrator.

DEPOSITIONS. After a demand for arbitration is made, You and We may conduct a limited number of depositions by mutual agreement. Any disagreements over depositions will be resolved by the arbitrator.

COSTS. The cost of any arbitration proceeding, including the filing fee, shall be divided equally between You and Us. In the case of an appeal, the appealing party will pay any costs of initiating an appeal. The non-prevailing party shall pay all costs, fees, and expenses of the appeal proceeding and, if applicable, shall reimburse the prevailing party for the cost of filing an appeal. Each party shall pay his/her own attorney, expert, and witness fees and expenses, unless otherwise required by law.

GOVERNING LAW. This Provision is governed by federal law and by the laws of the State of Florida, but only to the extent that such state laws are consistent or compatible with federal law.

SEVERABILITY. If the arbitrator or any court determines that one or more terms of this Provision or the arbitration rules are unenforceable, such determination shall not impair or affect the enforceability of the other provisions of this Arbitration Provision or the arbitration rules.

SPECIAL ACKNOWLEDGMENTS. You understand and acknowledge by entering into a Transaction with Us that: (i) a court and/or jury will not hear or decide any Dispute governed by this Provision, (ii) Your Transaction substantially affects interstate commerce within the meaning of the United States Arbitration Act, 9 U.S.C. §§1–16, (iii) discovery in an arbitration proceeding can be much more limited than in a court proceeding, (iv) the arbitrator may not give written reasons for his/her award, (v) rights to appeal an arbitration award are very limited, and (vi) the rights of the parties hereunder may not be exactly mutual in all respects.

R. POLICY ACCEPTANCE

If you do not desire to be an Authorized Fine Art Handcrafted Lighting Retail Dealer and abide by this Policy statement, you must give Fine Art Handcrafted Lighting written notice of such desire by certified mail within forty five (45) days of receipt hereof.

UMPP Administrator
Fine Art Handcrafted Lighting
3840 WEST 104th Street, Suite 20
Hialeah, FL 33018
f 888.824.5620
e umppadministrator@finearthl.com

Fine Art Handcrafted Lighting is proud of our superior network of Authorized Retail Dealers. We believe that this Authorized Retail Dealer Policy will strengthen our long-term relationship and support mutual business interests.
This policy will help build brand recognition for your business together with the Fine Art Handcrafted Lighting brand.

Acceptable Marketing initiatives for the Fine Arts Lamps brand include:

- Advertising
- Signage
- Special events promoting the brand to your customer base

Other creative marketing ventures will also be considered on a case-by-case basis and will require approval from the Fine Art Handcrafted Lighting Director of Marketing.

The following marketing initiatives are considered unacceptable:

- Yellow page ads
- Billboard, bench, bus or radio advertising
- Advertised specials discounting our products

A. Advertising

Upon request, Fine Art Handcrafted Lighting will supply digital advertising materials. In order to ensure brand integrity, the customer will use only Fine Art Handcrafted Lighting-supplied artwork for advertising. No modification, other than the addition of the customer logo and contact information (location as designated by Fine Art Handcrafted Lighting) will be permitted. Keep in mind the following instructions when finalizing any artwork:

- Do not use any image of any Fine Art Handcrafted Lighting products alone in any other advertising that is not supplied by Fine Art Handcrafted Lighting.
- Do not alter the Fine Art Handcrafted Lighting logo.
- All black and white advertisements will be limited to the ‘product and Fine Art Handcrafted Lighting logo only’ creative. All other creative is to be published in full color.
- Do not include coupons or “discount” terminology on Fine Art Handcrafted Lighting advertising.
- Any advertisements (black and white or color) less than a full page will be limited to the ‘product and Fine Art Handcrafted Lighting logo only’ creative.

Pre-approval is required for any advertising that utilizes Fine Art Handcrafted Lighting artwork.

B. Special Events

For special events, Fine Art Handcrafted Lighting will need specific information in order to plan to aid the customer in promoting the event. Customers must follow the process below:

- Forward the following to the Marketing Department via email to approvals@finearthl.com or fax (800) 886-8565 and a response will be provided within 48 hours
- Your request should include:
  - A brief description of the event, target audience, and purpose.
  - (e.g., “invitation for designer cocktail party”, “Winter Palace Trunk Show”, etc.)
  - Scheduled date of event
  - List of items that were agreed upon with Sales Management as part of the special event

(NOTE—Please see Advertising Guidelines p.12–19)
EMAIL COMMUNICATION

SAVE the DATE
PRINTS ADS

[Image of an advertisement with the text: "FINO ART"]
ADVERTISING POLICY AND 
MARKETING FUND GUIDELINES

1. FINE ART HANDCRAFTED LIGHTING LOGO
   The Fine Art Handcrafted Lighting Logo should always 
   be placed in the top left margin corner.

2. FINE ART HANDCRAFTED LIGHTING WEB
   Do not change placement of the website, which should 
   always appear below the mast and centered to it.

3. CUSTOMIZATION AREA
   This is the imprint area that should be used for 
   customization of the ad. It includes the description of 
   the collection displayed and the advertisement logo and 
   copy. It should always be aligned and justified to the 
   left margin depending on where the logo is placed. The 
   advertisement logo and copy should always be in black or 
   white, depending on the background color.

4. BLEED
   Per publication specification.

5. TRIM
   Per publication specification.

BACKGROUND COLOR
All crystal and glass collection images should always be 
Displayed on black background. All other images from all 
other collections should always be displayed on white 
background.

ADVERTISING REQUIREMENTS

TEMPLATE
Built in Adobe Illustrator CC
COLOR
4 Color Process

PHOTOGRAPHY
Images are supplied as 300 dpi CMYK if file ready for 
reproduction. Photography, other than style, is not to be 
manipulated or changed in any way.

CONTACT
For product photography please contact 
Marketing Coordinator 
marketing@finearthl.com
BRAND GUIDELINES

FINE ART HANDCRAFTED LIGHTING LOGO

**DO:**
- Only use the logo in black and white.

**DON'T:**
- Alter, rotate, modify or obstruct the logo.

**LOGO SAFE ZONE**

MINIMUM PRINT SIZE: 1 INCH WIDE.
MINIMUM DIGITAL SIZE: 70 PIXEL WIDE.
FINE ART HANDCRAFTED LIGHTING SEAL

**DO:**
- Only use the seal as shown above.

**DON'T:**
- Alter, rotate, modify or obstruct the logo.

**SEAL SAFE ZONE**

Minimum print size 0.4 inches wide.
Minimum digital size 30 pixels wide.
CORE BRAND COLORS

BLACK
C:75, M:58, Y:67, K:90
R:90, G:59, B:9

WHITE
C:0, M:0, Y:0, K:0
R:255, G:255, B:255

FANTONE 166 C
C:38, M:57, Y:72, K:17
R:150, G:105, B:76

FANTONE COOL GRAY 5C
C:49, M:40, Y:36, K:4
R:137, G:136, B:141
# TYPOGRAPHY

## HEADLINES / SUBHEADS

**FREIGHTDISP PRO BOOK**

```
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !@#$%^&*\-_`
```

## SECONDARY SUBHEADS

**GILL SANS NOVA BOOK**

```
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !@#$%^&*\-_`
```

## BODY COPY

**GILL SANS NOVA LIGHT**

```
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !@#$%^&*\-_`
```
UNILATERAL MINIMUM PRICE POLICY

Effective Date: May 1st, 2006

Fine Art Handcrafted Lighting is pleased to introduce its Unilateral Minimum Price Policy. PLEASE REVIEW THIS DOCUMENT CAREFULLY AND COMMUNICATE IT TO ALL INDIVIDUALS WITHIN YOUR ORGANIZATION. IT GOVERNS CERTAIN CONDITIONS OF SALE FOR FUTURE ORDERS.

This policy concerns minimum resale pricing policies only. All other terms and conditions of sale, including acceptance requirements and credit terms applicable to the Authorized Retail Dealer, remain in effect.

AFFECTED DEALERS: Fine Art Handcrafted Lighting has unilaterally adopted this Policy for all Fine Art Handcrafted Lighting Authorized Retail Dealers. ("Dealer(s)"

COVERED PRODUCTS: Fine Art Handcrafted Lighting premium products should not be advertised, quoted, or sold at a price less than the minimum price as listed on your Fine Art Handcrafted Lighting UMPP Price List (the "Designated Minimum Price"). We have enclosed a copy of the UMPP Price List for your convenience.

1. This Policy applies to new, unused and undamaged Fine Art Handcrafted Lighting products listed on the "Designated Minimum Price" list. Of course, alteration of or damage to a product to avoid the UMPP is considered a violation of this Policy.

2. This Policy applies to price quotes you provide as part of doing business, advertised prices, and selling prices, as these terms are defined below. This Policy does not apply to in-store price tags or other in-store promotional material.

- A "price quote" is the price that a Dealer quotes to a customer who inquires about Fine Art Handcrafted Lighting products in all situations, whether the inquiry or the quote was transmitted orally, by telephone, by e-mail, or by regular mail.
- An "advertised price" is the price that a Dealer advertises for a Fine Art Handcrafted Lighting product in Dealer-initiated media messages and/or messages aimed at more than one person. Besides print, radio and television, this includes direct mail advertising, outdoor advertising, Internet web pages, Internet advertising, advertising stuffers in monthly statements, and other media.
- A "selling price" is the price that a customer pays a Dealer for a Fine Art Handcrafted Lighting product, netted down to account for any discounts or other consideration from the Dealer.

3. Advertising, quoting, or selling Fine Art Handcrafted Lighting products at a price below the Designated Minimum Price for those products will result in the refusal to accept new orders for all Fine Art Handcrafted Lighting products and termination of your status as a Fine Art Handcrafted Lighting Authorized Retail Dealer.

4. Fine Art Handcrafted Lighting “Designated Minimum Price” lists will be provided on a regular basis. Fine Art Handcrafted Lighting may revise this UMPP or its “Designated Minimum Price” list at any time and in any respect. When and if it does, those revisions will be provided in a timely manner and clearly dated to minimize any potential misunderstandings.

5. IMPORTANT: While the UMPP has broad implications, Authorized Retail Dealers remain free to determine the manner in which they will advertise, quote, and sell all Fine Art Handcrafted Lighting products. Nothing in the Fine Art Handcrafted Lighting UMPP or UMPP Price List is to be construed as an agreement between Fine Art Handcrafted Lighting and any Dealer on the resale price of Fine Art Handcrafted Lighting products. Fine Art Handcrafted Lighting will not seek or accept any such agreement. However, to be eligible for uninterrupted supply of Fine Art Handcrafted Lighting products, a Dealer must be in compliance with the Fine Art Handcrafted Lighting UMPP. If any Dealer believes that any person associated with Fine Art Handcrafted Lighting has attempted to depart from this Policy by attempting to agree or agreeing on a price at which the Dealer will advertise, quote, or sell a Fine Art Handcrafted Lighting product, then the Dealer should immediately notify Fine Art Handcrafted Lighting in writing at the address provided in Number 9 of this Policy.

6. Fine Art Handcrafted Lighting is not asking or requiring its Authorized Retail Dealers to agree with any aspect of the UMPP. Fine Art Handcrafted Lighting is implementing the UMPP as its own policy, and advising Authorized Retail Dealers that there will be certain consequences if they advertise, quote, or sell Fine Art Handcrafted Lighting products at prices less than the applicable Designated Minimum Price. Authorized Retail Dealers remain free to determine if they wish to comply with the Fine Art Handcrafted Lighting UMPP.

7. Only Fine Art Handcrafted Lighting can determine if a violation of this Policy has occurred, and Fine Art Handcrafted Lighting alone is responsible for enforcing its UMPP when it determines that the Policy has been violated. Fine Art Handcrafted Lighting Territory Managers are not allowed to discuss the details of the UMPP or any violation with any Authorized Retail Dealer.
8. Fine Art Handcrafted Lighting has unilaterally created certain limited exceptions to this UMPP. The selling prices for the following categories of sales, as well as any price quotes to individual customers associated with such sale, are not subject to this UMPP:

A. CONTRACT SALES: Sales of Fine Art Handcrafted Lighting products under a commercial contract to companies or entities such as hotels, restaurants, government centers, casinos and cruise ships.

B. VOLUME SALES AND REGISTERED QUOTES: Resale of specially priced volume orders and registered quotes for builders/contractor projects that have been formally issued by Fine Art Handcrafted Lighting for the purpose of bidding/selling a builder/contractor project.

C. SALES TO RESELLERS (TO THE TRADE): Sales of Fine Art Handcrafted Lighting products to resellers such as designers, contractors, and purchasing firms.

D. SALES OF FLOOR SAMPLES, RETURNED ITEMS, OR OTHERWISE USED ITEMS.

E. SALES FOR CUSTOMER VISITS TO AUTHORIZED RETAIL DEALER PHYSICAL LOCATION: Sales or price quotes of Fine Art Handcrafted Lighting products to customers who have, in person, visited the Authorized Retail Dealer physical location or showroom within 90 days prior to the sale or price quote.

F. SALES OF PRODUCTS DISCONTINUED BY FINE ART HANDCRAFTED LIGHTING.

G. SALES TO AUTHORIZED RETAIL DEALER EMPLOYEES FOR THEIR PERSONAL USE: Sales of Fine Art Handcrafted Lighting products to Authorized Retail Dealer employees under an employee purchase program and for the employee's personal use.

H. ACCOMMODATION SAMPLES OR GIFTS: Samples of Fine Art Handcrafted Lighting products given to potential Authorized Retail Dealers for bona fide promotional events such as store openings or for evaluation purposes.

Selling prices and price quotes to individual customers that fall within one of the exceptions listed in A – H above are not subject to this Policy. If a Dealer is unable to document or independently demonstrate that a selling price or a price quote falls within an exception, a violation of this UMPP will be presumed. In the event that Fine Art Handcrafted Lighting has reason to believe that the Policy has been violated, the Dealer may be asked to provide documentation that the selling price or price quoted falls within one of the exceptions above. In most cases, point-of-sale transaction records will be sufficient to document that a particular sale of price quote qualifies for an exception to the UMPP. Authorized Retail Dealers who wish to claim that an exception applies should therefore maintain POS transaction records for future inspection by Fine Art Handcrafted Lighting. In addition, to establish that a sale or price quote qualifies for exception 8.E, (sales for customer visits to your physical location) a Dealer should document the customer’s visit by completing the Customer Visit Verification Form or maintaining some similar documentation of the customer’s visit.

9. We encourage Dealers who have any questions to contact the Fine Art Handcrafted Lighting UMPP Administrator in writing at the following address:

UMPP Administrator
Fine Art Handcrafted Lighting
3840 West 104th Street, Suite 20   Hialeah, FL 33018
f 888.824.5620
e umppadministrator@finearthl.com

10. Authorized Retail Dealers will be notified in writing if they have violated the UMPP, and any decision to discontinue the supply of Fine Art Handcrafted Lighting product will apply to the Dealer at all locations. Fine Art Handcrafted Lighting will consider each violation based on its own merit, and any decision by Fine Art Handcrafted Lighting to discontinue the supply of Fine Art Handcrafted Lighting product cannot be appealed. Fine Art Handcrafted Lighting may unilaterally decide to review a Dealer’s status after an independently determined period of time.

11. Fine Art Handcrafted Lighting has unilaterally implemented this UMPP in accordance with its right to choose the Authorized Retail Dealers with whom it wishes to do business. Just as a Dealer may cease purchasing Fine Art Handcrafted Lighting products at any time and for any reason, Fine Art Handcrafted Lighting reserves its right to cease doing business with any Dealer with or without cause.

12. This UMPP is effective beginning May 1st, 2006 and will remain in effect until further written notice from the Fine Art Handcrafted Lighting UMPP Administrator. Fine Art Handcrafted Lighting reserves the right to terminate or amend this Policy in its sole discretion at any time without prior notice.

13. This policy only concerns the pricing of Fine Art Handcrafted Lighting products. All other terms and conditions of sale remain in effect. Fine Art Handcrafted Lighting understands that you will have
Q&A

questions regarding our Authorized Retail Dealer Program. We have anticipated some of these concerns here. If you have further questions, please do not hesitate to let us know.

Q: What is a Unilateral Minimum Price Policy or UMPP?
A: Fine Art Handcrafted Lighting is not asking or requiring its Authorized Retail Dealers to agree with any aspect of the UMPP. Fine Art Handcrafted Lighting is implementing the UMPP as its own policy, and advising Authorized Retail Dealers that there will be certain consequences, including termination of any Authorized Retail Dealer relationship, if they advertise, quote, or sell Fine Art Handcrafted Lighting products at prices less than the applicable designated minimum price. Authorized Retail Dealers remain free to determine if they wish to comply with Fine Art Handcrafted Lighting UMPP.

Q: Why is the Fine Art Handcrafted Lighting brand important?
A: Fine Art Handcrafted Lighting is making a major investment in our Brand. We are engaged in a strategic initiative that will strengthen and support the value of the Fine Art Handcrafted Lighting brand for many years to come. A brand is a business asset that requires management and investment both by the corporate parent and all affiliated partners such as your business. We are all proud of the fine reputation we have worked so hard to achieve, which sets us apart from other lighting manufacturers. Because of this, we have established comprehensive policies and procedures to maintain and increase our position in the marketplace. Your role in managing the brand is critical and it is important that you follow the Advertising Policy in order to ensure brand consistency. We all look forward to the exciting results our combined efforts will deliver.

Q: Why is the Internet important for us to understand in our business?
A: We have taken a close look at the Internet and have established the UMPP precisely to eliminate most of the concerns that arise from Internet sales. We have all been there: we work very hard with a potential customer who requires education and time only to find that an Internet competitor received the order instead. The UMPP will make it difficult for a customer to buy elsewhere based on price. It will also allow your business to sell Fine Art Handcrafted Lighting on the Internet with no concerns.

Q: How can I share information with my customers?
A: We have made a commitment to increasing awareness through producing a wide range of timely and consistent marketing materials to support your business. Catalogs, postcards and sales collateral will be readily available and easy to share with all of your customers. Experience has taught us that the more information you have at your fingertips during a consultation with a designer or end consumer the easier it will be to turn into a sale. We do ask that you do not share our materials with other dealers not authorized to sell Fine Art Handcrafted Lighting or with other lighting manufacturers.

Q: Who can I contact with any questions regarding the Authorized Retail Dealer Policy or the Unilateral Minimum Price Policy?
A: Questions regarding either policy should be directed in writing to:

UMPP Administrator
Fine Art Handcrafted Lighting
3840 West 104th Street, Suite 20   Hialeah, FL 33018
f 888.824.5620
e umppadministrator@finearthl.com
FINE ART HANDCRAFTED LIGHTING
CONTACT INFORMATION

CORPORATE HEADQUARTERS
3840 West 104th Street, Suite 20  Hialeah, FL 33018
T 305.821.3850
Customer Service  F 305.821.1564
International Customer Service  F 305.231.2605

SHOWROOMS
Hialeah, FL: Corporate Showroom
High Point, NC: Int’l Home Furnishings Center, Space C-229
Dallas, TX: Trade Mart, Space 4705
Moscow, Russia

umppadministrator@finearthl.com
www.finearthl.com