

# FINE ART

HANDCRAFTED LIGHTING

AUTHORIZED DEALER POLICY



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## INTRODUCTION & HIGHLIGHTS

Fine Art Handcrafted Lighting is excited to share its expanded Authorized Dealer Program with you. Inside, you will find information about our Unilateral Minimum Price Policy, Authorized 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, 2021**

This policy applies to all transactions regarding products offered for sale by Fine Art Handcrafted Lighting (FAHL).

Experience demonstrates that most designers and consumers purchase FAHL lighting products after viewing our products first hand. Based on this, each visit to your showroom 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.

FAHL believes that our continued growth and success depends on a stable Authorized Dealer (ARD) network that: (A) concentrates on making significant investments in representative samples of FAHL 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, delivery; and drop shipping where applicable and (E) fulfill their obligations under the FAHL ADP.

FAHL believes we can compete most effectively by having a selective Authorized Dealer network. FAHL's management alone reserves the right to choose which Authorized Dealers we will sell to.

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 Dealers to devote resources to the stocking, displaying and promotion of FAHL' products. It is our policy not to sell to any Authorized 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 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 FAHL UMPP (see p16).

Just as FAHL recognizes the right of any Authorized Dealer to cease doing business with FAHL at any time with or without cause, we reserve the right to cease doing business with any Authorized Dealer at any time with or without cause. Generally our reasons for reviewing our relationship with any Authorized 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 FAHL products;
- Degredation of the FAHL brand;
- Failure to pay our invoices when due or the taking of unauthorized deductions; or
- Failure to observe the terms of the FAHL ADP or to provide service under the FAHL Warranty; or
- Violation of the FAHL Unilateral Minimum Price Policy, or UMPP.
- Participating in trans-shipping.

**A. AUTHORIZED SALES LOCATIONS**

FAHL Authorized Dealers are expected to sell our products only from locations approved by FAHL. This is normally established at the time an account is opened. FAHL will not do business with any Authorized Dealer who sells its lighting products from an unauthorized location. This includes any unauthorized online retailers as determined by FAHL.

**B. SALES TO CONSUMERS**

FAHL will not sell to any Authorized Dealer who adopts a distribution policy which disrupts our established channels of distribution. An Authorized Dealer, should not sell or ship to any other party or trans-ship FAHL goods. An Authorized Dealer who sells to retailers or wholesalers, or to a buying service or cooperative, is contrary to this policy and is not accepted. The practice of selling to the design trade is not a violation of our policy if the Authorized Dealer operates as a bona fide showroom for the design trade. Nothing herein shall restrict a Authorized Dealer's method of doing business for goods and services other than products manufactured or distributed by FAHL.

**C. SHIPMENTS TO Authorized DealerS**

FAHL expects the consumer to receive appropriate service with respect to our products. Shipments are made to a predetermined authorized location(s) or warehouse(s) or as FAHL has been directed by the customer. In all cases, service to consumers must be foremost. Resale to any other Authorized Dealer or "transshipping" is expressly prohibited.

**D. SALES AIDS**

## AUTHORIZED DEALER POLICY

FAHL regularly provides our Authorized Dealers with catalogs, signage and other sales aids. FAHL provides these materials to help you sell our products to your customers. Such materials remain the property of FAHL. 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

FAHL expects the advertising and promotional activities of our Authorized Dealers to reflect the FAHL 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 FAHL brand in a way which preserves and enhances our reputation as a premier Company in the lighting products industry. Any use of the FAHL logo and/or products in advertising must be approved by FAHL, in writing, prior to placing such advertising. For details of our advertising policy see Addendum 1—“Advertising Policy” (see p11).

### F. THE INTERNET

FAHL recognizes online retailing and that some individual ARD desire to expand their distribution here. FAHL does not prohibit an ARD from stating on a web site that the ARD displays and offers for sale FAHL' products or presents a picture or description of the FAHL products and the price of the product as specified by our UMPP. The FAHL name, logo and the names of FAHL' collections may be used on an ARD website as long as they follow the “Advertising Guidelines” found on pages 13 - 19 of this document. Dealers using the Internet as a promotional or sales tool must comply with both FAHL' UMPP and the Advertising Policy. FAHL reserves the right to partner with key web-based internet sites.

### G. TERMS AND CREDIT

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

FAHL' 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, FAHL requires a signed and completed Account Information Form, with a minimum of four (4) valid trade references. The Authorized Dealer certifies that all information provided is true and accurate and acknowledges that FAHL is relying on such information in opening an account and extending credit. In submitting an application for open terms, the Authorized Dealer acknowledges that FAHL 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. Your terms will be communicated to you upon your account set up with FAHL.

### Pro Forma (Payment in advance)

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. FAHL will not accept unauthorized deductions for any reason. An unauthorized deduction will result in the delay of further shipments until the matter is resolved.

### Merchandise Return

1. Fine Art Handcrafted Lighting handcrafts each piece in our factory located in Hialeah, Florida USA. The process of manufacturing starts as soon as the order is placed. FAHL fixtures are made to order and for this reason they cannot be exchanged, cancelled, returned, or refunded.

### Indoor and Outdoor fixtures “In Stock”

- Return must be requested within 30 days of invoice date.
- To start a return, contact us at [customerservice@finearthl.com](mailto:customerservice@finearthl.com).
- Returns will be accepted only with written consent from our Customer Service Department.
- Unauthorized returns will be refused.
- All product must be returned “as new” in its original FAHL packaging and be free of any damages or signs of installation.
- 25% restocking fee will be applied.
- Customer will be responsible for return freight and original outbound freight.
- FAHL will provide you with an RGA number to note on the boxes.
- Upon receipt by FAHL, product will be inspected for “as new”

condition. Once confirmed, we will process your credit less the actual shipping charges and restocking fee. Credits will be issued within 10 business days of receipt of the returned product.

#### Discrepancies

1. Discrepancies of any kind must be reported to FAHL Customer Service Department in writing. If the discrepancy is valid, FAHL will issue a credit to the Authorized Dealer's account.

#### Payment of Invoices

1. The FAHL Accounts Receivable Department will contact the Authorized Dealer to collect invoices that are past the invoice due date. Service charges 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 cancellation of additional shipments including outstanding orders 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 Dealer's account being placed with an outside agency for collection.

#### H. CERTIFICATE OF RESALE

FAHL requires all Authorized 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. Please note that per Florida Department of Revenue's guidance, sales tax must be collected on all drop shipments to a Florida address, unless the recipient have a valid Florida Resale Certificate. This end-user resale certificate must be provided by the dealer at the time of placing the order with us.

#### I. VOLUME REQUIREMENT

In order to obtain Authorized Dealer status, Authorized Dealers will be expected to meet minimum annual volume requirements. A specific sales period provided by FAHL management or an annual December - November sales period. These Annual Volume requirements are reviewed individually.

#### J. PRICING

Although FAHL publishes a Unilateral Minimum Price list as stated on the UMPP, the Authorized Dealer alone shall determine the price and terms of sale for FAHL products. FAHL Territory Managers have

no authority to speak or act for FAHL with respect to retail prices, and they have been specifically instructed not to discuss with any Authorized Dealer the retail price charged by that Authorized Dealer or by any other Authorized Dealer for any FAHL products. FAHL employees and Territory Managers have also been instructed not to discuss with any Authorized Dealer, the business practices of another party or any suspected violations of its sales policies.

Price lists will be provided by FAHL upon request.

As FAHL reserves the right to increase pricing. All pricing is subject to change without prior notice. If a price change occurs, an updated price list will be mailed to all Territory Managers and to all FAHL Authorized Dealers.

#### K. FINE ART HANDCRAFTED LIGHTING SERVICE POLICY

All Authorized Dealers are expected to provide superior service to those who buy, or are interested in buying, FAHL products. Failure to provide such service may result in termination of the Authorized Dealer as a FAHL dealer.

All Authorized Dealers are expected to provide post sales service to their customers.

Any quality concerns, damages, or shortages should be reported to the FAHL Territory Manager or Customer Service Department immediately.

All Fine Art Handcrafted Lighting shipments should be opened and inspected upon acceptance and receipt of delivery. A freight claim must be reported as follows:

- Residential delivery, within 3 calendar days.
- Commercial delivery, within 10 calendar days.
- If a freight claim is not reported to FAHL as stated above, we are not able to process your claim.
- To start a claim contact us at [customerservice@finearthl.com](mailto:customerservice@finearthl.com)
- FAHL will provide you with shipping instructions and a return label for the damaged product.
- Please contact [customerservice@finearthl.com](mailto:customerservice@finearthl.com) for inquiries.

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

## AUTHORIZED DEALER POLICY

After consideration of the above and authorization by FAHL, the following is the preferred sequence for handling problems:

- The Authorized Dealer or Territory Manager may request replacement parts and local repairs. An estimated cost of repair must be sent in writing to the FAHL Customer Service Department and approved in writing, in advance. The Customer Service Department representative has guidelines for such repairs. FAHL will not accept automatic charge backs, and will insist the Authorized Dealer not submit or deduct any charges until the necessary approvals have been made and a FAHL credit memo has been issued. This will eliminate needless expense, waste of time and confusion for all parties.
- Authorized Dealers or Territory Managers may request an allowance to keep “as is”. This requires prior written approval from the FAHL 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 Dealer, or replaced at FAHL’ 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 Dealer for disposition. The Authorized Dealer must arrange for pick up by a FAHL 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. FAHL 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 Dealer for handling. FAHL will provide support to the Authorized Dealer to ensure that the consumer receives the best possible FAHL experience.

### L. LIMITED WARRANTY

FAHL 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 FAHL’ discretion. This remedy is exclusive and FAHL 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.

FAHL’ customer is the Authorized Dealer. All complaints must be resolved through the Authorized Dealer from which the lighting product was purchased. To obtain warranty service, the Authorized 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. FAHL 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 or limitation of incidental or consequential damages, therefore the above limitation or exclusions may not apply.

Fine Art Handcrafted Lighting warrants to the original purchaser that our products will be free from defects in material and workmanship under normal use and services for the lifetime of the product, subject to the limitations described below.

- Products in which such defects do occur will be repaired or replaced at the option of Fine Art Handcrafted Lighting.
- Warranty claims must be submitted by the original purchaser of Fine Art Handcrafted Lighting along with dated proof of purchase.
- This limited warranty gives the original purchaser specific legal rights, which may vary in the US from state to state.

### M. OTHER LIGHTING PRODUCT SUPPLIERS

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

### N. NON ASSIGNABILITY

Your designation by FAHL as an Authorized Dealer is not assignable to any other person, firm, or entity. FAHL considers change in ownership, control, or management of its Authorized 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 FAHL by written notice to its Authorized Dealers. Territory Managers are not authorized to alter or modify this Policy statement.

**P. ATTORNEYS' FEES**

If FAHL or a FAHL Authorized 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 Dealers who have entered into any Transaction with FAHL regarding residential or commercial products offered for sale by FAHL, including the heirs, survivors, assigns, and representatives of said Authorized Dealers. "We" or "Us" means FAHL, 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, FL, unless all parties agree in writing to another location.

## AUTHORIZED DEALER POLICY

**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 Dealers will not be arbitrated in any proceeding that is considering Your Disputes. Similarly, You may not join with other Authorized Dealers to bring Disputes in the same arbitration proceeding, unless all of the Authorized 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 FAHL Retail Dealer and abide by this Policy statement, you must give FAHL written notice of such desire by certified mail within forty five (45) days of receipt hereof.

**UMPP Administrator**

**FAHL**

**3840 WEST 104th Street, Suite 20**

**Hialeah, FL 33018**

**e [umppadministrator@finearthl.com](mailto:umppadministrator@finearthl.com)**

FAHL is proud of our superior network of Authorized Dealers. We believe that this Authorized 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 FAHL brand.

Acceptable Marketing initiatives for the FAHL brand includes:

- Social Media
- Advertising
- Signage
- Special events promoting the brand to your customer base
- Galleries and Displays

Other creative marketing ventures will also be considered on a case-by-case basis and will require approval from the FAHL.

#### A. Advertising

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

- Do not use any image of any FAHL products alone in any other advertising that is not supplied by FAHL.
- Do not alter the FAHL logo.
- Do not include coupons or “discount” terminology on FAHL advertising.

Pre-approval is required for any advertising that utilizes FAHL artwork.

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

#### B. Special Events

For special events, FAHL 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 [marketing@finearthl.com](mailto:marketing@finearthl.com) 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”)
- Scheduled date of event
- List of items that were agreed upon with Sales Management as part of the special event

#### C. GALLERIES & DISPLAYS

Each piece of signature FAHL product is made to order by hand in our Miami, FL based facility. Due to the detailed nature of our handapplied finishes, unique forms, hand-cut crystal, and exquisite materials and detailing, product can only truly be represented and appreciated when seen in person. Our product boasts some of the industry’s finest details and sets itself apart from other lighting products.

FAHL’s display must be a destination to successfully capture an audience to create an expectation of the highest quality product in the showroom. Once a destination is made of the finest in luxury, the training of the product must begin. From here, we educate a buyer and set the standard for quality noting finishing and handworked details. This allows a showroom to build an authentic experience for all customers, guiding them on their lighting journey.

- All FAHL product displayed should be presented in good condition. It is unacceptable to display FAHL product that is damaged in any form.
- Product including crystal should be clean, free of defect and lit during showroom hours.
- Bulbs should be replaced immediately with the recommended FAHL bulb.
- Any scratches should be touched up or repaired.
- Broken crystal/glass should be immediately replaced (can’t alter product)
- Official branded FAHL signage prominently displayed within the gallery space provided by FAHL.
- All walls must be painted in pre-approved white paint. (See page 15 of 2021 Gallery Program brochure.)
- If the space requires pedestals, they must be white.
- Branded space cannot contain accessories, furniture, or lighting representing any other product line.
- All floor sales representatives must be trained to represent the details of the brand by attending gallery training and virtual tours as required and provided by FAHL.
- All product must be free of defect.
- All product must be lamped and turned on during business hours.
- No tags should hang from FAHL product without approval.

## EMAIL COMMUNICATION

The diagram illustrates the layout of an email communication for 'FINE ART HANDCRAFTED LIGHTING'. It features a central advertisement for 'SAVE the DATE' featuring five gold-colored hanging lamps with glass shades. The layout is divided into three main sections: a header, a message area, and a footer. The header contains the brand name and tagline. The message area contains the main advertisement content. The footer contains social media icons and a copyright notice.

HEADER

MESSAGE AREA

FOOTER

**FINE ART**  
HANDCRAFTED LIGHTING

SAVE *the* DATE

EST. 1940  
HANDCRAFTED LIGHTING  
MADE IN AMERICA

f i t p v

© FINE ART LAMPS



PRINTS ADS

LEFT PAGE



2 www.finearthl.com

1 FINE ART  
HANDCRAFTED LIGHTING

NEWTON  
by Alex Woogmaster

The strikingly carved and arrayed crystal planes of Newton are inspired by the light play of prisms. Contemporary in form and silhouette, these sculptures of metal and light offer the color-infused prismatic brilliance of multi-faceted glass in an ordered sensibility.

3

YOUR LOGO HERE    Your Address, AD, AD 00000 | 000.000.0000 | www.yourcompany.com



# ADVERTISING POLICY AND MARKETING FUND GUIDELINES

RIGHT PAGE



## 1. FINE ART HANDCRAFTED LIGHTING LOGO

The Fine Art Handcrafted Lighting Logo should always be placed in the top left/right corner.

## 2. FINE ART HANDCRAFTED LIGHTING WEB

Do not change placement of the website, which should always appear below the seal 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 depicted, and the advertiser logo and copy. It should always be aligned and justified to the left/right depending on where the logo is placed. The advertiser logo and copy should always be in black or white, depending of 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 FILE

Built in Adobe Illustrator CC.

### COLOR

4 Color Process.

### PHOTOGRAPHY

Images are supplied as 300 dpi CMYK tif files ready for reproduction. Photography, other than size, is not to be manipulated or changed in any way.

### CONTACT

For product photography please contact:

Marketing Coordinator  
marketing@finearthl.com

## PERSPECTIVES

Inspired by the geometric interplay of angular forms whose beauty is the phenomenon of perspective.

In the spirit of the modernist movement in architecture, the rectilinear forms seem to float. As one moves around the pieces, the ever-changing spatial relationships fascinate the eye. Sculptural and structural, the lighting forms are a strong visual focal point.

YOUR LOGO HERE

Your Address, AD, AD 00000 | 000.000.0000 | www.yourcompany.com

FAHL LOGO

FINE ART  
HANDCRAFTED LIGHTING



DO:

-Only use the logo in Black and White.

DON'T:

-Alter, rotate, modify or obstruct the logo.

LOGO SAFE ZONE



FINE ART  
HANDCRAFTED LIGHTING

Minimum print size: 1 inch wide.  
Minimum digital size: 70 pixels wide.



## FAHL SEAL



**DO:**

-Only use the seal as shown above.

**DON'T:**

-Alter, rotate, modify or obstruct the logo.

## SEAL SAFE ZONE

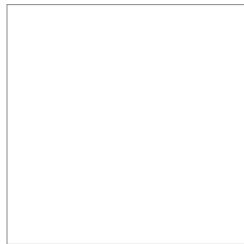


Minimum print size: 0.4 inch wide.  
Minimum digital size: 30 pixels wide.

## CORE BRAND COLORS



**BLACK**  
C: 75, M: 68, Y: 67, K: 90  
R: 0, G: 0, B: 0  
#000000



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



**PANTONE 876 C**  
C: 35, M: 57, Y: 72, K: 17  
R: 150, G: 105, B: 76  
#96694c



**PANTONE COOL GRAY 8 C**  
C: 49, M: 40, Y: 38, K: 4  
R: 137, G: 138, B: 141  
#898a8d

## TYPOGRAPHY

HEADLINES / SUBHEADS

### FREIGHTDISP PRO BOOK

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HEADLINES / SUBHEADS

### *FREIGHTDISP PRO BOOK*

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SECONDARY SUBHEADS

### GILL SANS NOVA BOOK

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### GILL SANS NOVA LIGHT

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## UNILATERAL MINIMUM PRICE POLICY

**Effective Date:** May 1<sup>st</sup>, 2021

FAHL 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 Dealer, remain in effect.

**AFFECTED DEALERS:** FAHL has unilaterally adopted this Policy for all FAHL Authorized Dealers. (“Dealer(s)”)

**COVERED PRODUCTS:** FAHL premium products should not be advertised, quoted, or sold at a price less than the minimum price as listed on your FAHL UMPP Price List (the “Designated Minimum Price”). Contact your Territory Manager or Customer Service representative for a UMP price list.

1. This Policy applies to new, unused and undamaged FAHL 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 FAHL products in all situations, whether the inquiry or the quote was transmitted by telephone, by e-mail, or by regular mail.

• An “advertised price” is the price that a Dealer advertises a FAHL 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 FAHL product, netted down to account for any discounts or other consideration from the Dealer.

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

4. FAHL “Designated Minimum Price” lists will be provided on a regular basis. FAHL 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 Dealers remain free to determine the manner in which they will advertise, quote, and sell all FAHL products. Nothing in the FAHL UMPP or UMPP Price List is to be construed as an agreement between FAHL and any Dealer on the resale price of FAHL products. FAHL will not seek or accept any such agreement. However, to be eligible for uninterrupted supply of FAHL products, a Dealer must be in compliance with the FAHL UMPP. If any Dealer believes that any person associated with FAHL 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 FAHL product, then the Dealer should immediately notify FAHL in writing at the address provided in Number 9 of this Policy.

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

7. Only FAHL can determine if a violation of this Policy has occurred, and FAHL alone is responsible for enforcing its UMPP when it determines that the Policy has been violated. FAHL Territory Managers are not allowed to discuss the details of the UMPP or any violation with any Authorized Dealer.

8. FAHL 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 FAHL 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 FAHL for the

purpose of bidding/selling a builder/contractor project.

## UNILATERAL MINIMUM PRICE POLICY

C. SALES TO RESELLERS (TO THE TRADE): Sales of FAHL 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 FAHL products to customers who have, in person, visited the Authorized Dealer physical location or showroom within 90 days prior to the sale or price quote.

F. SALES OF PRODUCTS DISCONTINUED BY FAHL.

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

H. ACCOMMODATION SAMPLES OR GIFTS: Samples of FAHL products given to potential Authorized 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 FAHL 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 or price quote qualifies for an exception to the UMPP. Authorized Dealers who wish to claim that an exception applies should therefore maintain POS transaction records for future inspection by FAHL. In addition, to establish that a sale or price quote qualifies for exception i.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 FAHL UMPP Administrator in writing at the following address:

UMPP Administrator  
FAHL  
3840 West 104th Street, Suite 20 Hialeah, FL 33018  
E umppadministrator@finearthl.com

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

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

12. This UMPP is effective beginning May 1<sup>st</sup>, 2021 and will remain in effect until further written notice from the FAHL UMPP Administrator. FAHL 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 FAHL products. All other terms and conditions of sale remain in effect. FAHL understands that you will have questions regarding our Authorized 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: FAHL is not asking or requiring its Authorized Dealers to agree with any aspect of the UMPP. FAHL is implementing the UMPP as its own policy, and advising Authorized Dealers that there will be certain consequences, including termination of any Authorized Dealer relationship, if they advertise, quote, or sell FAHL products at prices less than the applicable designated minimum price. Authorized Dealers remain free to determine if they wish to comply with FAHL UMPP.

Q: Why is the FAHL brand important?

A: FAHL is making a major investment in our Brand. We are engaged in a strategic initiative that will strengthen and support the value of the FAHL brand for many years to come. A brand is a business asset that requires management and investment both by the corporate parent

## Q&A

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 FAHL 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 FAHL or with other lighting manufacturers.

Q: Who can I contact with any questions regarding the ADP or the Unilateral Minimum Price Policy?

A: Questions regarding either policy should be directed in writing to:

UMPP Administrator  
FAHL  
3840 West 104th Street, Suite 20 Hialeah, FL 33018  
e [umppadministrator@finearthl.com](mailto:umppadministrator@finearthl.com)

FINE ART HANDCRAFTED LIGHTING  
CONTACT INFORMATION

**CORPORATE HEADQUARTERS**

3840 West 104th Street, Suite 20 Hialeah, FL 33018

T 305.821.3850

International Customer Service F 305.231.2605

**SHOWROOMS**

Hialeah, FL: Corporate Showroom

High Point, NC: Int'l Home Furnishings Center, Space C229

Dallas, TX: Trade Mart 4705

Moscow, Russia

[umppadministrator@finearthl.com](mailto:umppadministrator@finearthl.com)

[www.finearthl.com](http://www.finearthl.com)

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