



FINE ART LAMPS®

AUTHORIZED RETAIL DEALER POLICY

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INTRODUCTION & HIGHLIGHTS

Fine Art Lamps 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 Lamps Advertising Policy to ensure brand consistency
- Internet Policy and how to represent Fine Art Lamps on the Internet
- Volume Requirement
- Service Guidelines—From quality to service to shipping
- Terms and Credit—Proforma orders

AUTHORIZED RETAIL DEALER POLICY

Effective May 1st, 2006

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

Experience demonstrates that most designers and consumers purchase Fine Art Lamps' 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 Lamps 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 Lamps 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 Lamps Authorized Retail Dealer Policy.

Fine Art Lamps believes we can compete most effectively by having a selective Authorized Retail Dealer network. Fine Art Lamps' management alone reserves the right to choose which Authorized Retail Dealers we will sell to. Please note that while Fine Art Lamps 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 Lamps 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 Lamps' 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 Lamps UMPP (see p16).

Just as Fine Art Lamps recognizes the right of any Authorized Retail Dealer to cease doing business with Fine Art Lamps 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 Lamps' products;
- Denigration of the Fine Art Lamps brand;
- Failure to pay our invoices when due or the taking of unauthorized deductions; or
- Failure to observe the terms of the Fine Art Lamps Authorized Retail Dealer Policy or to provide service under the Fine Art Lamps Warranty; or
- Violation of the Fine Art Lamps Unilateral Minimum Price Policy, or UMPP.

A. AUTHORIZED SALES LOCATIONS

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

B. SALES TO CONSUMERS

Fine Art Lamps 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 Lamps 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 Lamps.

C. SHIPMENTS TO AUTHORIZED RETAIL DEALERS

Fine Art Lamps 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 "transshipping" is expressly prohibited.

AUTHORIZED RETAIL DEALER POLICY

D. SALES AIDS

Fine Art Lamps regularly provides our Authorized Retail Dealers with catalogs, signage and other sales aids. Fine Art Lamps provides these materials to help you sell our products to your customers. Such materials remain the property of Fine Art Lamps. 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 Lamps expects the advertising and promotional activities of our Authorized Retail Dealers to reflect the Fine Art Lamps 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 Lamps 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 Lamps logo and/or products in advertising must be approved by Fine Art Lamps, 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 Lamps recognizes the evolution of the information highway and that some individual ARD desire to expand their distribution here. Fine Art Lamps does not prohibit an ARD from stating on a web site that the ARD displays and offers for sale Fine Art Lamps' products or presents a picture or description of the Fine Art Lamps products and the price of the product as specified by our UMPP. The Fine Art Lamps name, logo and the names of Fine Art Lamps' collections may be used on an ARD website only with written permission from Fine Art Lamps. Dealers using the Internet as a promotional or sales tool must comply with both Fine Art Lamps' UMPP and the Advertising Policy. Fine Art Lamps 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 Lamps are subject to acceptance by Fine Art Lamps 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 Lamps 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 Lamps' 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 Lamps requires a signed and completed Account Information Form, with a minimum of three (3) valid trade references. The Authorized Retail Dealer certifies that all information provided is true and accurate and acknowledges that Fine Art Lamps 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 Lamps 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 Lamps' regular terms for all products are Net 30 days from date of invoice, which is the same as the shipment date.

Cash Terms

1. Where credit has not been approved, or by the Authorized Retail Dealer's request, all orders are processed on a "Pro Forma" (payment in advance) basis. A Company check or credit card (Visa, MasterCard, or Discover) will allow Fine Art Lamps to process and ship the order as soon as available.

Pro Forma orders with standard lead time:

1. Payment in full is required with receipt of the order to facilitate production.

Pro Forma orders with new or custom product:

1. Deposit of 50% of order is required with receipt of the order to facilitate production.
2. Balance of order is due at least two (2) weeks prior to the acknowledged ship date. The Fine Art Lamps Account Services Department will contact the Authorized Retail Dealer to confirm the order balance due prior to the acknowledged ship date.
3. In the event the completed order is not fully paid within five (5) business days prior to ship date, the product will be placed back into stock, made available to other customers, and may incur a 25% non-refundable restocking charge. The order due date will be changed subject to the current lead times.

AUTHORIZED RETAIL DEALER POLICY

Unauthorized Deductions

1. Fine Art Lamps 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 Lamps Account Services Department in order to return damaged or defective merchandise. Once product is received and validated, Fine Art Lamps 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 Lamps Account Services Department in writing. If the discrepancy is valid, Fine Art Lamps will issue a credit to the Authorized Retail Dealer's account.

Guidelines For Past Due Invoices

1. The Fine Art Lamps Account Services 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 Lamps 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 Lamps will assist each Authorized Retail Dealer with identifying the appropriate mix of product for showroom displays. Fine Art Lamps 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 Lamps, and may change from year to year.

J. PRICING

Although Fine Art Lamps 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 Lamps products. Fine Art Lamps Territory Managers have no authority to speak or act for Fine Art Lamps 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 Lamps products. Fine Art Lamps 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 Lamps Authorized Retail Dealers as directed by Territory Managers.

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

K. FINE ART LAMPS 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 Lamps products. Failure to provide such service may result in termination of the Authorized Retail Dealer as a Fine Art Lamps 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 Retail Dealers of Fine Art Lamps residential products are expected to provide post sales service to their consumers.

AUTHORIZED RETAIL DEALER POLICY

Any quality concerns, damages, or shortages should be reported to the Fine Art Lamps Territory Manager or Account Services 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 Lamps 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 deluxed 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 Lamps Limited Warranty.

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

After consideration of the above and authorization by Fine Art Lamps, 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 Lamps Account Services Department and approved in writing, in advance. The Account Services Department representative has guidelines for such repairs. Fine Art Lamps 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 Lamps 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 Lamps Account Services 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 Lamps' discretion. A "Return Goods Authorization" (RGA) must be issued by the Account Services 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 Lamps 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 Lamps 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 Lamps will provide support to the Authorized Retail Dealer to ensure that the consumer receives the best possible Fine Art Lamps experience.

L. LIMITED WARRANTY

Fine Art Lamps 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 Lamps' discretion. This remedy is exclusive and Fine Art Lamps 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 Lamps' 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 LAMPS 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.

AUTHORIZED RETAIL DEALER POLICY

M. OTHER LIGHTING PRODUCT SUPPLIERS

This Policy is not intended to restrict in any way the manner in which Fine Art Lamps' 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 Lamps as an Authorized Retail Dealer is not assignable to any other person, firm, or entity. Fine Art Lamps 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 Lamps 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 Lamps or a Fine Art Lamps 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 Lamps regarding residential or commercial products offered for sale by Fine Art Lamps, including the heirs, survivors, assigns, and representatives of said Authorized Retail Dealers. "We" or "Us" means Fine Art Lamps, 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.

AUTHORIZED RETAIL DEALER POLICY

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 Lamps Retail Dealer and abide by this Policy statement, you must give Fine Art Lamps written notice of such desire by certified mail within forty five (45) days of receipt hereof.

UMPP Administrator

Fine Art Lamps

5772 Miami Lakes Drive East

Miami Lakes, FL 33014

F 888.824.5620

E umppadministrator@fineartlamps.com

Fine Art Lamps 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.

ADDENDUM 1: ADVERTISING POLICY

This policy will help build brand recognition for your business together with the Fine Art Lamps 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 Lamps 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 Lamps will supply digital advertising materials. In order to ensure brand integrity, the customer will use only Fine Art Lamps-supplied artwork for advertising. No modification, other than the addition of the customer logo and contact information (location as designated by Fine Art Lamps) will be permitted. Keep in mind the following instructions when finalizing any artwork:

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

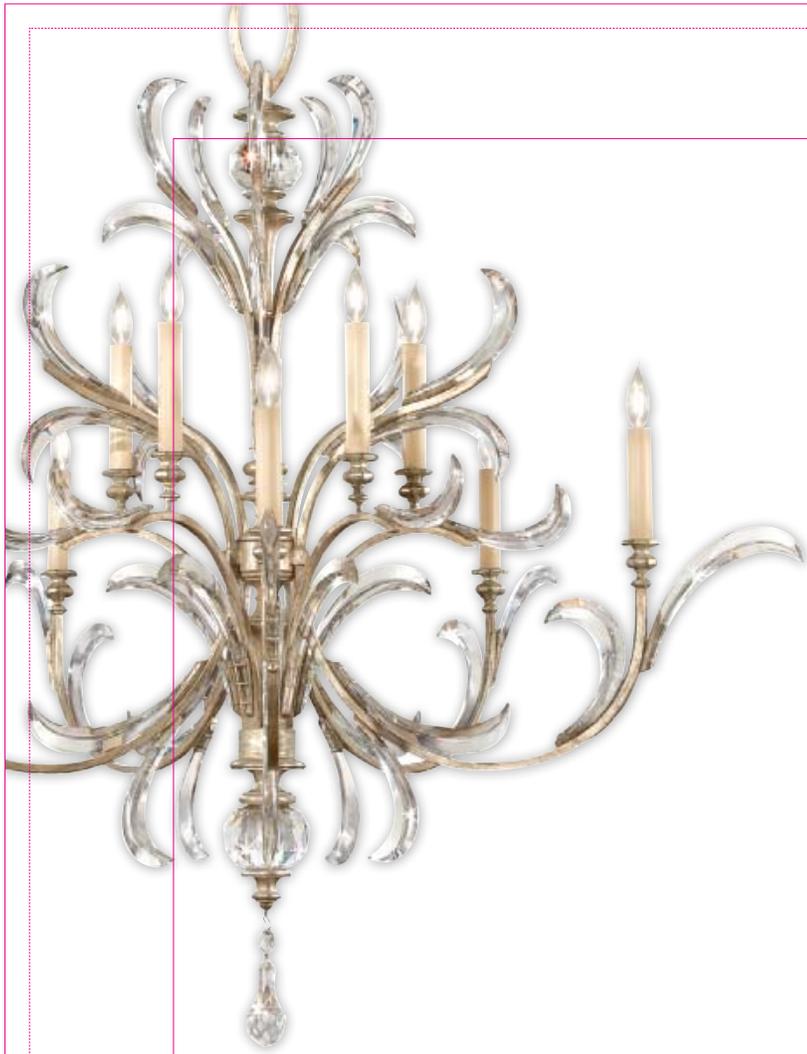
Pre-approval is required for any advertising that utilizes Fine Art Lamps artwork.

(NOTE—Please see Advertising Guidelines p.12–15)

B. Special Events

For special events, Fine Art Lamps 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@fineartlamps.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



5

BEVELED ARCS® COLLECTION

1 **FINE ART LAMPS®**

2 Original lighting designs handcrafted in America and specified worldwide since 1940.
www.fineartlamps.com

3

RETAIL NAME
Address, Phone Number
website, email address, tag line

YOUR LOGO GOES HERE

Look for the distinctive crystals, registered trademarks of Fine Art Lamps (Reg. U.S. Pat. & TM Off.) U.S. PATENT NO. D570,098S & 7,824,084 B2, EU REG. NOS. 000970173-001 & 000970173-002, CHINA PATENT NO. ZL 2008 3 0026953.3 & PATENTS PENDING

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7

LEFT FACING AD FEATURED HERE.

CUSTOMER ADVERTISING GUIDELINES

1. FINE ART LAMPS LOGO

The Fine Art Lamps logo is a lock-up, which includes the customized script, ghosted behind the word FINE ART LAMPS. It should not be altered in any way. Do not change placement of the logo. The Fine Art Lamps logo should always be 75% larger than the advertiser logo.

2. TAGLINE AND WEBSITE

Reads as two separate lines:

Original lighting designs handcrafted in America and specified worldwide since 1940.

www.fineartlamps.com

FONT

CMYK: 30/30/30/100, Helvetica Neue T1, 45 Light

Minimum 10pt, Leading 12 pt

3. CUSTOMER CUSTOMIZATION AREA

This is the imprint area that should be used for customization of this ad. It includes the advertiser logo and advertiser copy. No other part of the ad can be imprinted with advertiser information. This area does not get a bleed. Keep it specifically with live area specifications. The height of the bar can be adjusted for advertisers logo, phone number and address (See attached ad samples). This information is placed at the bottom of the ad.

4-C makeup for Gray bar: 30/30/30/73

ADVERTISER LOGO AND COPY

Alignment of Advertiser logo and copy will differ, depending on whether your ad is a LEFT facing ad or RIGHT facing ad.

- If the ad is LEFT facing, Advertiser logo and copy should be aligned to the right.
- If the ad is RIGHT facing, Advertiser logo and copy should be aligned to the left.

Advertiser logo should always knock out to white: no other colors can be used. Text should always be knocked out to white and not be larger than the Fine Art Lamps website text.

FONT

Helvetica Neue T1, 55 Roman

Minimum 7.9pt 12pt Leading 25 Tracking

4. LIVE AREA

All copy should remain within the live area specified by the publication. Check your publication specs for the appropriate margin specifications. All information has been placed in consideration to live area maximums.

5. FAL PRODUCT PLACEMENT & COLLECTION NAME

Product will always be cropped to the right or left of the page, depending on ad placement within publication. Collection name placement is centered under product shot. Name should be listed all in caps.

FONT

CMYK: 30/30/30/100, Helvetica Neue T1, 55 Roman,

Minimum 7.9pt, 25 Tracking

6. BLEED

Advertising should always bleed. Please check your publication requirements for the appropriate bleed specifications.

7. TRIM

Minimum trim of product is shown and will vary with advertisers specifications.

8. RESIZE

Resizing of ads and elements, including type, should always be in proportion with a minimum ad size not to go below 6 X 8 inches. (See minimum type size requirements) Please contact the **Marketing Department** at Fine Art Lamps for information on alternative advertising options for advertising space below 6 X 8 inches.

Marketing Department

elshansky@fineartlamps.com

9. PATENT INFORMATION

Any legal verbage relating to patent information to a specific collection, must clearly be listed here, at a minimum of 5pt and at .75" from the trim sides, 35% black.

*Following is Beveled Arcs Patent info ONLY:

Look for the distinctive crystals, registered trademarks of Fine Art Lamps (Reg. U.S. Pat. & TM Off.)

U.S. PATENT NO. D570,038S & 7,824084 B2, EU REG. NOS. 000970173-001 & 000970173-002, CHINA PATENT NO. ZL 2008 3 0002693.3 & PATENTS PENDING

*Following is Quadralli Patent info ONLY:

PATENT D539,971

*Following is Vol de Cristal Patent info ONLY:

PATENTS PENDING NO. US 7,824,084 B2

FINE ART LAMPS ADVERTISING REQUIREMENTS

TEMPLATE FILE

Template document is built in Adobe InDesign CS3.

COLOR

Advertising should always print 4 Color Process. This advertising campaign should never print in Black and White. Please contact the **Marketing Coordinator** at Fine Art Lamps for information on alternative advertising options for Black and White advertising.

PHOTOGRAPHY

Photography is not to be manipulated or changed in any way. Images are supplied at minimum of 250 dpi CMYK tif or psd files ready for reproduction. For product photography please contact:

Marketing Department

marketing@fineartlamps.com

FONTS

Fine Art Lamps uses Helvetica Neue Font Family for their branding and advertising. No other fonts should be used.



4

ALLEGRETTO COLLECTION

1 FINE ART LAMPS®

Original lighting designs handcrafted in America and specified worldwide since 1940.
www.fineartlamps.com

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RIGHT FACING AD FEATURED HERE.

1. FINE ART LAMPS LOGO

The Fine Art Lamps logo is a lock-up, which includes the customized script, ghosted behind the word FINE ART LAMPS. It should not be altered in any way. Do not change placement of the logo. The Fine Art Lamps logo should always be 75% larger than the advertiser logo.

2. TAGLINE AND WEBSITE

Reads as two separate lines:

Original lighting designs handcrafted in America and specified worldwide since 1940.
www.fineartlamps.com

FONT

CMYK: 30/30/30/100, Helvetica Neue T1, 45 Light
Minimum 10pt, Leading 12 pt

3. LIVE AREA

All copy should remain within the live area specified by the publication. Check your publication specs for the appropriate margin specifications. All information has been placed in consideration to live area maximums.

4. FAL PRODUCT PLACEMENT & COLLECTION NAME

Product will always be cropped to the right or left of the page, depending on ad placement within publication. Collection name placement is centered under product shot. Name should be listed all in caps.

FONT

CMYK: 30/30/30/100, Helvetica Neue T1, 55 Roman,
Minimum 7.9pt, 25 Tracking

5. BLEED

Advertising should always bleed. Please check your publication requirements for the appropriate bleed specifications.

6. TRIM

Minimum trim of product is shown and will vary with advertisers specifications.

7. RESIZE

Resizing of ads and elements, including type, should always be in proportion with a minimum ad size not to go below 6 X 8 inches. (See minimum type size requirements)

Please contact the **Marketing Department** at Fine Art Lamps for information on alternative advertising options for advertising space below

Marketing Department
elshansky@fineartlamps.com

8. PATENT INFORMATION

Any legal verbage relating to patent information to a specific collection, must clearly be listed here, at a minimum of 5pt and at .75" from the trim sides, 35% black.

*Following is Beveled Arcs Patent info ONLY:

Look for the distinctive crystals, registered trademarks of Fine Art Lamps (Reg. U.S. Pat. & TM Off.)

U.S. PATENT NO. D570,038S & 7,824084 B2, EU REG. NOS. 000970173-001 & 000970173-002, CHINA PATENT NO. ZL 2008 3 0002693.3 & PATENTS PENDING

*Following is Quadralli Patent info ONLY:

PATENT D539,971

*Following is Vol de Cristal Patent info ONLY:

PATENTS PENDING NO. US 7,824,084 B2

FINE ART LAMPS ADVERTISING REQUIREMENTS

TEMPLATE FILE

Template document is built in Adobe InDesign CS3.

COLOR

Advertising should always print 4 Color Process. This advertising campaign should never print in Black and White. Please contact the **Marketing Coordinator** at Fine Art Lamps for information on alternative advertising options for Black and White advertising.

PHOTOGRAPHY

Photography is not to be manipulated or changed in any way. Images are supplied at minimum of 250 dpi CMYK tif or psd files ready for reproduction. For product photography please contact:

Marketing Department
marketing@fineartlamps.com

FONTS

Fine Art Lamps uses Helvetica Neue Font Family for their branding and advertising. No other fonts should be used.

UNILATERAL MINIMUM PRICE POLICY

Effective Date: May 1st, 2006

Fine Art Lamps 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 Lamps has unilaterally adopted this Policy for all Fine Art Lamps Authorized Retail Dealers. (“Dealer(s)”)

COVERED PRODUCTS: Fine Art Lamps premium products should not be advertised, quoted, or sold at a price less than the minimum price as listed on your Fine Art Lamps 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 Lamps 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 Lamps 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 Lamps 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 Lamps product, netted down to account for any discounts or other consideration from the Dealer.

3. Advertising, quoting, or selling Fine Art Lamps 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 Lamps products and termination of your status as a Fine Art Lamps Authorized Retail Dealer.

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

6. Fine Art Lamps is not asking or requiring its Authorized Retail Dealers to agree with any aspect of the UMPP. Fine Art Lamps 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 Lamps 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 Lamps UMPP.

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

UNILATERAL MINIMUM PRICE POLICY

8. Fine Art Lamps 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 Lamps 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 Lamps for the purpose of bidding/selling a builder/contractor project.

C. SALES TO RESELLERS (TO THE TRADE): Sales of Fine Art Lamps 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 Lamps 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 LAMPS.

G. SALES TO AUTHORIZED RETAIL DEALER EMPLOYEES FOR THEIR PERSONAL USE: Sales of Fine Art Lamps 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 Lamps 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 Lamps 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 Retail Dealers who wish to claim that an exception applies should therefore maintain POS transaction records for future inspection by Fine Art Lamps. 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 Lamps UMPP Administrator in writing at the following address:

UMPP Administrator
Fine Art Lamps
5772 Miami Lakes Drive East
Miami Lakes, FL 33014
F 888.824.5620
E umppadministrator@fineartlamps.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 Lamps product will apply to the Dealer at all locations. Fine Art Lamps will consider each violation based on its own merit, and any decision by Fine Art Lamps to discontinue the supply of Fine Art Lamps product cannot be appealed. Fine Art Lamps may unilaterally decide to review a Dealer's status after an independently determined period of time.

11. Fine Art Lamps 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 Lamps products at any time and for any reason, Fine Art Lamps 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 Lamps UMPP Administrator. Fine Art Lamps 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 Lamps products. All other terms and conditions of sale remain in effect.

Q&A

Fine Art Lamps understands that you will have 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 Lamps is not asking or requiring its Authorized Retail Dealers to agree with any aspect of the UMPP. Fine Art Lamps 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 Lamps 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 Lamps UMPP.

Q: Why is the Fine Art Lamps brand important?

A: Fine Art Lamps 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 Lamps 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 Lamps 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 Lamps 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
5772 Miami lakes Drive East
Miami Lakes, FL 33014
F 888.824.5620
E umppadministrator@fineartlamps.com

**FINE ART LAMPS
CONTACT INFORMATION**



CORPORATE HEADQUARTERS

5772 Miami Lakes Drive East, Miami Lakes, FL 33014

T 305.821.3850 Account Services F 305.821.1564

International Account Services F 305.231.2605

SHOWROOMS

High Point, NC: Int'l Home Furnishings Center, Space C-229

Dallas, TX: Trade Mart, Space 4808

Miami Lakes, FL: Corporate Showroom

umppadministrator@fineartlamps.com

www.fineartlamps.com



www.fineartlamps.com