

New accounts must be paid in advance by Certified Cheque, EFT or Credit Card. 100% deposit required for custom (non-stock, non-core products) orders. Confirmed accounts are net 30 days and subject to established credit limits and/or size of order. Prices and offering specifications are subject to change without prior notice.

NO MINIMUM. F.O.B. Markham, ON Canada, FREIGHT PREPAID AND CHARGED unless otherwise negotiated.

A service charge of 2% per month will be charged on all overdue accounts.

### Order Acceptance

All orders are subject to acceptance by the factory, which reserves the right to refuse any order. All orders subject to credit approval and acceptance. A pre-payment amount or other security deposit or both may be required based on the cost and size of the order.

For custom sized and shaped fixtures or standard fixtures with special requirements (including all measurements), drawings in PDF and DXF file formats, approved/signed by purchaser must accompany all Purchase Orders. An order is considered "production ready" when all elements required by the factory to produce and ship your order are received. Incomplete orders are held out of production until required items are received by the factory.

### Shipping

#### Domestic

The Purchaser is responsible for packaging costs and shipping costs. All shipping charges will be added to the invoice amount, unless shipping is arranged on the purchaser's carrier account. Large volume orders will be packed to avoid any possible damage during shipping. Packaging / crating costs will be listed on the sales order. This may be an estimate to be finalized on the invoice.

#### International

Exporting goods to foreign markets is complex, and requirements vary by country. If you intend to export your order, our shipping department can handle the arrangements for your shipment and advise if there are any issues that might affect its import at your intended destination. However, due to the legal complexities surrounding international shipments, we are not permitted to provide any export documentation should you or your agent handle the export logistics. Crating costs will be listed on the sales order. Duties and tariffs are payable by the purchaser.

### Delivery Timing

All consideration will be taken to work within the purchaser's timelines. While endeavoring to meet the purchaser's delivery requirements, the Manufacturer accepts no responsibility for delays of any kind, whatsoever.

### Product Suitability

It is the responsibility of Purchaser to determine the suitability of Seller's products for its intended use. Since Seller has no control over the final or intended use of its products, Purchaser should conduct its own tests of these products in their intended application.

### Rush Service

Rush service is available for most products, subject to approval by the manufacturer. If accepted by the manufacturer a minimum 20% rush fee is added to the unit price. Please call the factory with your special needs. We will make every effort to accommodate your needs.

### Claims (Shortages / Damages – In Transit)

All shipments should be inspected upon receipt for damages and shortages. All carton(s), packing materials and damaged item(s) must be kept in original packaging as the shipper will otherwise not honor claims. In all cases, the purchaser assumes all risk of loss or damage to products in transit, and likewise assumes responsibility for filing a claim with the carrier. In the event of freight damage, notify the carrier immediately, and mark the bill of lading "damaged upon receipt". In the event of package shortages you must file a claim with the carrier and mark the bill of lading "shortage upon receipt".

The Manufacturer will not be responsible for the cost of replacement materials or freight expenses for goods damaged or lost in transit nor will the Manufacturer assume any responsibility for any expenses caused by delay.

### Inspection Claims(Shortages)

All shipments should be inspected for shortages upon receipt. In the event of product shortages within the correctly packaged shipment you must notify the Manufacturer within 48 hrs of the receipt of the package.

### Cancellation, Changes, Returns of Orders / Product

If there is an issue with the purchaser's order, please contact our customer service department immediately. No changes or cancellations will be accepted once production has started. No returns of custom product will be accepted. In certain circumstances, the Manufacturer may "buy" back the LEDs to be reused in a solution that is at the sole discretion of the Manufacturer. No returns of any kind will be accepted, after a period of 2 weeks from shipping date. Returned products must contain a return authorization number that has been provided by the Manufacturer. Returned products must be shipped within one week from date of return authorization number issued date. A re-stocking charge equal to 25% of all materials and services invoiced, together with all freight charges, apply to all returns of standard stock and accessory products. Return freight costs will be the responsibility of the purchaser.

### Site Visits

The Manufacturer does not provide onsite visits for troubleshooting or repair.

### Limited Warranty

Lumify Inc. ("the Manufacturer") warrants that products (LED light panels, light boxes, specialty LED items, and LED light bars) shall be free from defects in materials and workmanship under normal use and proper installation for a period of five (5) years from the date of the original purchase (proof of purchase required). Accessories such as power adapters or dimmers carry their manufacturer's standard warranty (typically two (2) to five (5) years).

The exclusive remedy and entire liability under this warranty will be for repair or replacement at manufacturer's option.

The above warranty shall not apply to product defects resulting from (a) improper installation or maintenance; (b) misuse, neglect or accident; (c) damage during shipping or unpacking; (d) damage from hazardous environment; (e) use of power adapter with supply voltages other than that for which it is specified; (f) use of power adapters not tested and recommended by the manufacturer; (g) high voltage surges; (h) electrostatic discharges; (i) operation outside the product's specification; (j) failure to follow product instructions; or (k) improper wiring, including but not limited to exceeding or not meeting load requirements.

The warranty is void if products are disassembled, modified, improperly used, or invoice not fully paid within terms. The Manufacturer shall not have any obligation to repair or replace product until the purchaser returns defective product to the Manufacturer and all balance due is paid in full. Any replacement product may be either new or like-new, and may contain re-manufactured parts, equivalent to new in performance.

Returned products are subject to inspection and evaluation at the Manufacturer's facility. The Purchaser assumes repair, replacement and shipping costs should the returned products be deemed to be non-defective or to be damaged by the purchaser. Under no circumstances shall the Manufacturer be responsible for repair or replacement at the purchaser's facility or at any other installation site at its own cost.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS. THE MANUFACTURER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, ANY LOST PROFITS, INSTALLATION OR RE-INSTALLATION COSTS, OR OTHER INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE FORESEEABLE. IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF THE MANUFACTURER FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

### Purpose

Omnify (Lumify Inc. or "the Company") is committed to excellence in serving all of our stakeholders and customers, and we strive at all times to meet the accessibility needs of persons with disabilities in a timely manner, and to provide our services in a way that respects the dignity and independence of people with disabilities. In addition, Omnify is committed to equal treatment with respect to employment.

It is the responsibility of all employees of Omnify to comply with the Accessibility for Ontarians with Disabilities Act (AODA), the Ontario Human Rights Code ("the Code") and this Accessibility Policy, to treat all people with dignity and respect, and to provide additional assistance where and when necessary, in order to assist those requiring accommodation.

Upon request, this policy will be made available in accessible formats.

### Policy

#### Definition

As outlined in the Code, a disability is:

- Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- A condition of mental impairment or a developmental disability,
- A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- A mental disorder, or
- An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997

In Ontario, approximately 2.6 million people have a disability. This means roughly one in four Ontarians live with a disability and face various types of accessibility challenges in their everyday life.

#### Providing Services to those with Disabilities

Omnify will make every reasonable effort to ensure that our policies, practices and procedures are consistent with the principles of dignity, independence, integration and equal opportunity by:

- Ensuring that any stakeholder or customer receives the same level of service;
- Allowing stakeholders or customers with disabilities to do things in their own way, at their own pace when accessing Omnify's services as long as this does not present a safety risk;
- Using alternative methods when necessary to ensure that a stakeholder or customer with a disability has access to the same services, in the same place and in a similar manner;
- Ensuring the provision of services to persons with disabilities and others are integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the services.
- Taking into account individual needs when providing services; and
- Communicating in a manner that takes into account a person's disability.

#### Information and Communication Standard

Omnify will communicate to those with disabilities in ways that takes into account their disability. We will train our employees on how to effectively interact and communicate with our diverse community and people with various types of disabilities.

### Feedback

Omnify has established a process to ensure stakeholders or customers with disabilities are able to provide us with feedback (including complaints) on our services and how we deliver them to those with disabilities. If a stakeholder or customer communicates with us and requests information on providing feedback, they will receive a response from us within two (2) business days.

Feedback is always welcome and appreciated and can be submitted in the following formats:

- In person at 2700 John Street, Markham, Ontario L3R 2W4
- By telephone at 1-866-766-0509
- By mail at 2700 John Street, Markham, Ontario L3R 2W4
- By email at hello@omnifynow.com
- By social media (Instagram) direct message at @omnifylighting

Omnify will continue to ensure that all stakeholders or customers are able to provide feedback and if the stated methods of feedback do not for some reason accommodate a person who would like to provide feedback, we are willing to arrange for other methods based on request (i.e., accessible formats, communication supports, etc.)

If a request for a list of feedback options is requested, or a stakeholder or customer asks for an alternate way of providing feedback that has been offered, or if a complaint is received, we will work with the person making the request or complaint to determine a way that we can accommodate them or improve our procedures to better accommodate them in the future. We will welcome their suggestions and take them into consideration when updating our policies and procedures as related to disability accommodation.

#### Accessible Formats and Communication Supports

Upon request, Omnify will provide, or will arrange to provide information in an accessible format and with communication supports in a timely manner that takes into account a person's accessibility needs due to their disability.

Information may include but is not limited to:

- Emergency preparedness and response information
- Website content
- Social media content
- Resource materials
- Information on our projects and services
- Our procedures for communicating with and accommodating stakeholder or customer disabilities
- Other information as applicable

Omnify will consult with the person making the request in determining the suitability of an accessible format or communication support. Some examples of accessible formats and communication supports that Omnify is willing to provide in order to best accommodate a person with a disability, include:

- Accessible electronic formats such as HTML and MS Word
- Braille
- Large print
- Reading the written information aloud to the person directly
- Exchanging hand-written notes
- Drawing pictures and showing photographs
- Repeating, clarifying, or restating information
- Omnify will provide formats and supports in a timely manner.

## Telephone Services

Omnify is committed to providing fully accessible telephone service to all persons. Omnify will train employees to communicate with persons over the telephone in plain language while speaking clearly and slowly. Omnify will offer to communicate with stakeholders or customers by email, text message or letter if telephone communication is not suitable to their communication needs or is unavailable.

Omnify will communicate with stakeholders or customers by TTY (the special device that allows people who are deaf, hard of hearing, or speech-impaired to use the telephone to communicate, by allowing them to type messages back and forth) if telephone communication is not suitable to their communication needs or is not available.

## Use of Assistive Devices

An assistive device is one or more devices used by a person with a disability to help them independently complete everyday tasks. Accessibility devices include mobility aids (e.g., wheelchairs and walkers), portable communication devices, head-wands, hearing aids, white canes used by people who are blind or who have low vision, note-taking devices and personal oxygen tanks to assist breathing, etc.

Omnify welcomes the use of assistive devices by our stakeholders or customers. We will ensure our employees are trained on how to interact with individuals using various assistive devices and how employees can provide alternative or supplemental service methods to those requesting them, such as pushing or directing wheelchairs, reading information aloud, etc.

## Documentation

Omnify is committed to providing accessible reports, resources, invoices, and other relevant documentation to all our stakeholders and customers. Omnify will answer any questions they may have about the content of the documents and will be responsible for ensuring that the alternative formats are available upon request.

## Use of Service Animals and Support Persons

### Service Animals

An animal is a service animal for a person with a disability if, the animal can be readily identified as one that is being used by the person for reasons relating to the person's disability, as a result of

- a. Visual indicators such as the vest or harness worn by the animal; or
- b. The person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to the disability:
  - A member of the College of Audiologists and Speech-Language Pathologists of Ontario.
  - A member of the College of Chiropractors of Ontario.
  - A member of the College of Nurses of Ontario.
  - A member of the College of Occupational Therapists of Ontario.
  - A member of the College of Optometrists of Ontario.
  - A member of the College of Physicians and Surgeons of Ontario.
  - A member of the College of Physiotherapists of Ontario.
  - A member of the College of Psychologists of Ontario.
  - A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario.

When a person brings an animal to our workplace and we cannot easily identify that an animal is a service animal, employees shall consult with their manager, who, if appropriate, may then ask a person to provide documentation (template, letter or form) from a regulated health professional (as above) that confirms the person needs the service animal for reasons relating to their disability.

In the situation where another person's health and safety could be seriously impacted by the presence of a service animal, Omnify will review

all options for safely allowing the service animal, by working with both affected parties to meet their individual needs.

For the purpose of this policy, service animals will include service dogs-in-training.

## Support Persons

A support person is an individual who accompanies a stakeholder or customer with a disability to help the stakeholder or customer meet their communication, mobility, personal care or medical needs or to assist the stakeholder or customer in accessing services. A stakeholder or customer or third party with a disability who is accompanied by a support person will be allowed to enter Omnify's premises together with the support person and will not be prevented from having access to the support person while on the premises.

Support persons are welcome at Omnify offices.

## Notice of Disruption of Services

In the event of a planned or unexpected temporary disruption to accessing our services, Omnify is committed to providing timely notice to our stakeholder or customers. Temporary service disruptions may result due to many different situations. The following is a list of some common circumstances that may result in a temporary service disruption. This list is not exhaustive:

- Automatic Door Malfunction
- Inclement Weather
- Power Failure
- Phone Lines Down
- Internet Down

Notice of a temporary service disruption shall be posted at a conspicuous place on the premises as soon as practicable. The notice will include:

- Reason for the disruption
- Which services are disrupted
- Expected duration

Every effort will be made to provide stakeholder or customer information as quickly as possible. In the event of inclement weather or city-wide power outages, it is also encouraged that prior to visiting us, stakeholder or customers requiring assistance call to ensure Omnify is best prepared to accommodate them.

## Employment Standards

### Recruitment

Omnify notifies our employees and the public about the availability of accommodation for applicants with disabilities in our recruitment process.

### Recruitment, Assessment or Selection Process

Omnify is an equal opportunity employer committed to hiring a diverse workforce and sustaining an inclusive culture. As part of our accessibility commitment, there are alternative ways to interview with us in order that we may accommodate people of all abilities.

Omnify notifies potential job applicants of the ability to accommodate in writing as part of all job postings.

In addition, job applicants selected to participate in an assessment or selection process (interview) are advised verbally over the telephone that accommodations are available upon request relating to the materials or processes to be used.

If a successful candidate requires accommodation and they advise Omnify, we will consult with them one-on-one in order to best assist them in taking into account their accessibility needs as related to their disability.

## Notice To Successful Applicants

When making offers of employment, Omnify notifies successful applicants of our policies for accommodating employees with disabilities.

## Training and Job Information

Omnify will provide training for all employees and third parties who engage with Omnify' stakeholder or customers on behalf of Omnify, on how to effectively interact with persons with disabilities. In addition, everyone who is involved with and/or influences stakeholder or customer service policies and procedures will receive this training. Training records will be logged, and training will be provided on an ongoing basis as changes to the policies, practices, or procedures surrounding accessibility for persons with disabilities are made. Initial training will be provided within the first week of employment, and will include:

- Purposes of the AODA and requirements of the stakeholder or customer service standard
- Information on the Human Rights Code
- All information outlined in this policy
- How to interact and communicate with persons with disabilities in a manner that takes into account their disability
- How to interact with persons with disabilities who use an assistive device or require the assistance of a service animal or a support person
- How to use equipment or devices available that may help with the provisions of services
- What to do if a person with a particular type of disability is having difficulty accessing services
- Workplace emergency response information
- Return to work process

Omnify will provide accessible workplace information when an employee with a disability asks for it. This includes:

- Any information that employees need to perform their jobs
- Performance management related information
- Training materials
- General information that is available to all employees at work (e.g., organization newsletters, bulletins About organization policies and health and safety information)
- Information about emergency procedures

## Informing Employees of Support

Omnify will continue to inform its employees of its policies (and any updates to those policies) written to support employees with disabilities, including policies on the provision of job accommodations that take into account employees' accessibility needs due to disability. This information will be provided to new employees as soon as practicable after commencing employment.

## Workplace Emergency Response

Omnify will provide individualized workplace emergency response information to any employee who has a disability, if the disability is such that the individualized information is necessary, and if Omnify is aware of the need for accommodation due to the employee's disability. Omnify will provide this information as soon as practicable after becoming aware of the need for accommodation.

Omnify recognizes how an individual's disability, as well as the physical nature of the workplace, may create unique challenges in emergency situations.

For example:

- An employee who has a hearing disability may not hear an alarm and may need to be notified by other means, such as flashing lights or another employee physically notifying them. Or,

- An employee with a visual disability may be unable to identify the escape routes, or obstructions to the escape routes.

Omnify will consult with employees who have disabilities so that the individualized workplace emergency response information meets the employee's specific needs.

A wide range of potential emergencies will be considered, including but not limited to, the following:

- Fire
- Power outages
- Inclement Weather
- Natural disasters
- Security incidents

Where the employee requires assistance, Omnify will, with the consent of the employee, provide the workplace emergency response information to the person designated by Omnify to provide assistance to the employee.

Omnify will review the individualized workplace emergency response information when the employee moves to a different location in the organization, when the employee's overall accommodations needs or plans are reviewed, or when Omnify reviews its general emergency response policies.

## Documented Individual Accommodation Plans

Omnify has a program in place for the creation of individual custom accommodation plans for employees who may need accommodation due to a disability.

The following is the outline of the process for creating accommodation plans:

3. An employee requiring an accommodation plan must advise their manager of the need for a plan as soon as possible.
4. The employee will provide a Functional Abilities Form (FAF) as provided by their manager and completed by their medical practitioner, outlining where there are restrictions, and what their capabilities for work are.
5. The employee and their manager meet to go through the FAF to ensure they both understand the nature of the accommodation required.
6. The employee advises their manager verbally if they would like assistance of another employee, or the Health and Safety Representative or Committee in the creation of the plan.
7. The manager advises the employee verbally if they believe they need assistance from an outside person to assist with creating the plan. (e.g., if a specialist paid for by Omnify will need to be involved.)
8. The parties work together to put together a draft accommodation plan.
9. The manager will ask the employee whether or not they would like to keep the details of their accommodation plan confidential and private, or whether they would like other employees to be made aware.
10. The manager will explain where other employees may be required to have some information (e.g., in the case where the employee needing the accommodation plan has difficulty hearing, and they may need assistance in knowing when an emergency alarm is sounding. Or, if the cost associated with implementing the plan exceeds the allowable manager-level budget or will change the nature of how the business must operate and must be reviewed at the senior management level.)
11. The manager will respect the privacy of the employee and comply with their request for a particular level of privacy. Only those parties who absolutely must, for the safety of the employee, their own safety, or due to legal reasons, policy, budget or operational reasons be made aware, will be advised of the accommodation plan, but only in as much detail as is absolutely necessary.
12. The plan will be finalized by the manager and presented to the employee no later than one (1) week after it was first drafted by the participating parties.
13. In addition to providing the finalized plan to the employee, the manager will provide a schedule for when and how the plan will be reviewed and

updated. This will be determined based on the nature of the disability and the necessity for updated abilities and restriction information.

14. If an employee requests an accommodation plan and there is no medical evidence (via an FAF) to support the need, or if a plan has been rejected by senior management because of undue hardship to Omnify or for other reasons deemed serious enough, the manager will immediately advise the employee. They will meet and come to a mutually agreeable alternative plan.
15. If the employee requires the plan to be available in an accessible format, the manager will work with the employee to determine the most appropriate format, and ensure the employee receives a copy in that format.
16. All individual accommodation plans will include:
  - a. A section that outlines how workplace information will be made available in an accessible format if requested
  - b. A section that outlines how emergency information will be provided in an accessible format if needed
  - c. Any additional accommodation that is to be provided to the employee.

## Return to Work Process

Omnify has an Accommodation and Return to Work Policy in place for employees who have been absent from work due to a disability and/or to those who require disability related accommodations to work.

The return-to-work process outlines the steps Omnify will take to facilitate the return to work and will include documented individual accommodation plans/modified duties schedule as part of that process.

This return-to-work process is consistent with the process followed for employees who have experience workplace injuries or illnesses, as outlined in the Workplace Safety Insurance Act, 1997.

## Performance Management

When Omnify has been made aware of an employee's disability, each individual's needs will be considered when determining how to best accommodate them in any performance management related process.

Omnify will provide performance management related documentation and communications in accessible formats to employees who request them due to a disability.

Managers will also provide informal and formal coaching and feedback in a manner that takes into account their disability, such as using plain language for an individual with a learning disability.

## Career Development and Advancement

When providing career development and advancement opportunities, Omnify will take into account what accommodations employees with disabilities may need to succeed elsewhere in the organizations or to take on new responsibilities in their current position.

For example, an employee may receive a promotion which includes new responsibilities. In this case, Omnify and the employee may review the individual accommodation plan to learn what adjustments may be needed for the new responsibilities.

## Transfer

Should Omnify decide to use a job transfer processes, Omnify will consider the accessibility needs of employees with disabilities when moving them to other positions so that those employees can continue to have their accommodation needs met.

## Design of Public Spaces

Omnify will meet the accessibility standards if we ever move office locations or conduct a major renovation or construction that includes introducing new parking lots, etc.

## Policy Communication

We commit to ensuring all employees of Omnify have access to and are made aware of our Accessibility Policy and Program. This policy will be reviewed and updated as necessary.

## Contravention

Any employee who contravenes the policy may be subject to disciplinary action up to and including termination of employment with cause.

## Version Control

Date	Type	Version	Written by	Approved by
June 7 2023			Christine Walterhouse	Bill Horst