

TERMS AND CONDITIONS OF SALE AND DISPUTE RESOLUTION/ARBITRATION AGREEMENT

The Terms and Conditions of Sale and Dispute Resolution/ Arbitration Agreement below are binding agreements between you and the Rooms To Go entity making this sale, which is referred to as "RTG," "we" or "us." The Terms and Conditions of Sale and Dispute Resolution/Arbitration Agreement are expressly intended for the benefit of all affiliates of RTG and their parent companies, subsidiaries, divisions, shareholders, members, directors, officers, employees, representatives, predecessors, successors, and assigns, and any third party delivery service that RTG selects to perform your delivery. "You" means any person or entity who signs this Sales Order or on whose behalf it is signed and any privies, and any person or entity who receives, accepts, or uses the purchased products or services. All such persons and entities are expressly intended beneficiaries of the Dispute Resolution/ Arbitration Agreement. These agreements may not be changed except by a signed written agreement. If any part of any of these agreements is found invalid or unenforceable, then the other parts shall remain in full force and effect, except that if any part of Section 2 of the Dispute Resolution/Arbitration Agreement is found invalid or unenforceable, then Sections 1 and 3 of the Dispute Resolution/ Arbitration Agreement will be null and void.

TERMS AND CONDITIONS OF SALE

1. All merchandise sold at Rooms To Go Outlet Stores are sold "As Is." "As Is" sales are FINAL and are not eligible for return, exchange, allowance, refund or service. "As Is" merchandise is sold without any warranty of any kind, either express or implied, including without limitation, those of merchantability and fitness for a particular purpose, where allowed by law.
2. RTG may share and use information you provide to us at the time of sale with RTG's affiliates and third parties for purposes including, without limitation, processing and servicing your order, arranging delivery, marketing, conducting surveys (including satisfaction surveys), and researching and improving products. This information may include your name, contact information, and purchase history. By voluntarily providing your information to us and completing your purchase, you consent to our use of your information as described.
3. Notwithstanding the context pursuant to which you provided your e-mail address or telephone number, you consent to RTG, its affiliates, and any other intended beneficiary of these agreements contacting you using any e-mail address or any telephone number that you provide for any purpose including, without limitation, processing and servicing your order, arranging delivery, conducting surveys (including satisfaction surveys), researching and improving products, and marketing.
4. You must pick up your merchandise or schedule a delivery within 24 hours of your purchase being made. All orders that do not comply with this strict 24 hour policy are subject to cancellation. If your order is cancelled you will be issued a merchandise certificate as a refund for any payments or deposits. Please direct any further questions you may have to the Outlet Store where your purchase was made.
5. **Pick up:** Customer pick up operates on a first come basis. It is your responsibility to verify the location's pick-up hours. Your merchandise will not be pulled prior to your arrival. You must have your receipt and proper photo identification in order to pick up your merchandise. Always remain with your vehicle while in the customer pick up area. To avoid damage to your merchandise and/or vehicle, you must arrive with a vehicle large enough to accommodate the merchandise being picked up. It is your responsibility to arrive with the appropriate material for securing loaded merchandise; RTG will not supply these materials. You are solely responsible for loading and transporting merchandise. You hold RTG harmless for any and all damage or injury to vehicles, merchandise, you or others during loading and transport.
6. **Delivery Service:** Merchandise delivery may be available for a charge, although delivery areas may be limited. Rescheduling of a delivery on the scheduled day may result in additional charges. If you cancel your order on the day of delivery and request a refund, any payments or deposits will be refunded by merchandise certificate only. RTG Outlet Store deliveries are a drop-off service. Some items may require partial assembly by you. Once a delivery is signed for, you assume full responsibility for the merchandise. If you purchase delivery service directly from a third party (and not from or through RTG), then RTG will not be responsible or liable for any damage or injury to you, the merchandise, or your personal or real property in any way relating to those delivery services.
7. **Limitation of Damages for Delivery Services:** If you purchase delivery service from or through RTG, RTG will use a third party delivery service provider ("the delivery service provider"). The delivery service provider is expressly intended as a third party beneficiary of this Limitation of Damages. RTG'S AND THE DELIVERY SERVICE PROVIDER'S AGGREGATE LIABILITY RELATING IN ANY WAY TO THE DELIVERY SERVICES SHALL NOT EXCEED TWO TIMES THE TOTAL AMOUNT YOU PAID TO RTG FOR DELIVERY OF YOUR FURNISHINGS, WHETHER YOU CLAIM DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGE TO REAL OR PERSONAL PROPERTY) RELATING TO BREACH OF CONTRACT OR TORT. IN NO EVENT SHALL RTG OR THE DELIVERY SERVICE PROVIDER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO YOUR DELIVERY SERVICES. This limitation of liability shall not apply to (a) liability resulting from RTG or the delivery service provider's gross negligence or willful misconduct and (b) death or bodily injury resulting from RTG or the delivery service provider's negligent acts or omissions. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT: READ CAREFULLY - THIS AGREEMENT AFFECTS YOUR RIGHTS

1. **Mandatory Arbitration:** YOU AND RTG AGREE THAT ANY DISPUTE OR CLAIM BETWEEN YOU AND RTG OR ANY AFFILIATE OF RTG OR ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, OR ASSIGNS, OR ANY THIRD PARTY DELIVERY SERVICE PROVIDER SELECTED BY RTG TO DELIVER YOUR FURNITURE, INCLUDING BUT NOT LIMITED TO ANY DISPUTE OR CLAIM THAT RELATES IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD OR DISTRIBUTED BY RTG, TO ANY TRANSACTION WITH RTG, TO ANY WARRANTY, TO THE TERMS AND CONDITIONS OF SALE, TO THE FINANCING OF ANY PURCHASE FROM RTG, OR TO THE COLLECTION OR STORAGE OF PERSONAL INFORMATION, INCLUDING DISPUTES OR CLAIMS UNDER FEDERAL OR STATE STATUTES OR TORT LAW ("DISPUTE") MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, EXCEPT THAT YOU OR RTG MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS. This Dispute Resolution/Arbitration Agreement ("Agreement") applies to Disputes arising before, on, or after the date of this Sales Order, regardless of whether any warranty is in effect.

You and RTG waive the right to a trial by jury and any right to have a Dispute heard in court. In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at www.adr.org. You and RTG agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Agreement.

The Federal Arbitration Act ("FAA") applies to this Agreement and governs its interpretation and enforcement. The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Agreement (including "gateway" issues of arbitrability), and the Terms and Conditions of Sale, except that a court will resolve any question regarding the meaning, validity or enforceability of Section 2 of the Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

2. **Arbitration Class Action Waiver:** You and RTG agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section 2 invalid or unenforceable, then Sections 1 and 3 of the Agreement will be null and void.
3. **Fees and Costs in Arbitration:** If your total damage claims are \$25,000 or less, not including your attorneys' fees: (1) the arbitrator may award you your reasonable attorneys' fees, expert fees, and costs if you prevail in the arbitration; (2) the arbitrator may not award RTG its attorneys' fees, expert fees, or costs unless the arbitrator determines that your claim was frivolous or brought in bad faith; and (3) RTG will bear all filing fees and administrative fees and either reimburse you for any such fees that AAA requires you to pay upon initiating arbitration or, if you send a written request to Legal Department, 11540 Highway 92 East, Seffner, FL 33584 before you initiate arbitration, RTG will pay to AAA any such fees that AAA requires to be paid upon initiation of arbitration. If your total damage claims are more than \$25,000, not including your attorneys' fees, then the arbitrator may award the prevailing party all or a portion of its reasonable attorneys' fees, expert fees, and costs. In arbitrations conducted under AAA's Consumer Arbitration Rules, (a) RTG will bear the arbitrator's fees and expenses, and (b) where no disclosed claims or counterclaims exceed \$25,000, the Dispute shall be resolved by the submission of documents only/desk arbitration, except that any party may ask for a hearing or the arbitrator may decide that a hearing is necessary. Except as otherwise provided herein, all filing fees, administrative fees, and arbitrator fees and expenses will be paid in accordance with the applicable AAA rules.
4. **Non-Arbitration Class Action and Jury Waiver:** You and RTG agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and RTG waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor RTG may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.