

Terms and Conditions and Dispute Resolution Agreement

The following Terms and Conditions and Dispute Resolution Agreement apply to “You” and “RTG,” which is also referred to as “We” or “Us.” “You” means the person or entity who signs this Sales Order or on whose behalf it is signed and any advisor and assigns, and “RTG,” “We,” and “Us” mean Rooms to Go (PR), Inc., its franchisee, its parent companies, affiliated and related entities, subsidiaries, divisions, employees, representatives, predecessors, successors, and assigns. The Terms and Conditions and Dispute Resolution Agreement (“Agreement”) represents our agreement with you concerning your purchase of furniture, equipment and other goods from Us and it replaces any previous representation or agreement (written or verbal) between the parties. The Agreement cannot be changed except by a written agreement signed by You and the authorized representative of RTG.

1. **REFUND POLICY.** You may receive a total refund of any monies for furniture only if you cancel the sale within 48 hours of the date of purchase. If you charged your purchase to a credit account, we will credit your charged account. Any other refund will be made by check and mailed. If you cancel the sale after 48 hours, only 80% of the purchase price will be refunded. No refunds will be made nor will the order may be cancelled after the merchandise has been delivered in good condition, in the case of special orders or for express or next day delivery orders.
2. At any time after the purchase, we may correct errors in pricing and arithmetic when we calculated the purchase price.
3. You must make any changes to the delivery address in person or by telephone, nevertheless changes will only be binding if we confirm the change before delivery. Changes may delay the delivery date.
4. You have 48 hours after delivery of the merchandise to report any damage suffered by the merchandise for reasons not attributable to You. After the 48 hours, we will repair or replace the merchandise at our discretion.
5. Merchandise sold “AS IS” will not be eligible for return, exchange, allowance, refund or service. All “AS IS” sales are FINAL thus are sold without any express or implied warranties of any type.
6. Merchandise marked “Partial Assembly Required” or “Assembly Required” has to be assembled by You. RTG is not responsible for any damages to the merchandise or persons caused during assembly.
7. We retain title to all goods sold to You until they are delivered and paid for in full by You.
8. RTG does not make any representation of any sort regarding type and quality of the materials of the merchandise. As to the materials of the merchandise, You are responsible of verifying the documents provided by the manufacturer and the labels or tags attached to the merchandise by the manufacturer.
9. The warranty of electronic equipment, household goods, mattresses and box springs shall be directly with the manufacturer under the terms and conditions that they may offer; thus, RTG’s warranty shall not be applicable. In the event that the manufacturer’s warranty applies, in exchanges or returns of mattresses and box springs you are responsible to pay a “pickup and delivery fee” or other associated restocking fees.
10. If we have to pay any monies or hire attorneys to collect payment from You, we can recover from You all of our collection costs including the fees of our attorney.
11. Merchandise purchased for commercial purposes or for use in commercial type settings will not be eligible for warranty, refund or service.
12. For merchandised picked-up by the customer, You are solely responsible for loading and transporting the merchandise. Customer holds RTG harmless from any and all damage/injury to vehicles, merchandise or customer during loading/transport.
13. **Limitation of Damages for Delivery Services:** If you purchase delivery service, 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.
14. You consent to RTG, its affiliates, and any other intended beneficiary of the 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, and marketing.

THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED BELOW (“Limited Warranty.”)

Subject to the exclusions, we warrant that the merchandise that you purchase will be free from defects in materials and workmanship for a period of NINETY DAYS (90) from the date of delivery. This warranty applies to You as the original purchaser only and to merchandise which has remained at the original non-commercial delivery location. To make a claim under this warranty, you must give us written notice of the defect to: 100 Plaza Pradera Suite 20 PMB 462 Toa Baja, Puerto Rico 00949-3840, or by email to servicio@roomstogo.com, within the ninety day (90) warranty period and you must present the original purchase invoice. This warranty does not cover: 1) wear, fading, or shrinkage of any fabric; 2) damage caused by alterations, misuse, abuse, or accidents; 3) damage or discoloration caused by sunlight, temperature, artificial lighting sources, pests, animals, humidity or other environmental conditions; 4) natural variations in the color or grain of leather, wood, wood products and/or other materials; and 5) ridges or irregularities in marble or variations in its color or grain. 6) mold, mildew, dirt, or pilling; 7) fading/oxidized paint or rust; 8) imperfections, small cracks, and tear oil in new and reclaimed teak; and 9) damage due to wind. Failure to follow care instructions, including but not limited to properly draining outdoor cushions and closing umbrellas when unattended, will void the Limited Warranty. If the furniture we sell does not meet the aforementioned warranty, we, at our option, will either (i) repair or replace the merchandise, (ii) refund the purchase price in exchange for return of the merchandise or (iii) give You a credit in exchange for the return of the merchandise. Except to the extent expressly prohibited by the laws of Puerto Rico, we are not liable to You for any damages (special, moral, or any other type) caused by breach of this or any other warranty.

DISPUTE RESOLUTION AGREEMENT - READ CAREFULLY, THIS AGREEMENT AFFECTS YOUR RIGHTS

1. Mandatory Arbitration: YOU AND RTG AGREE THAT ANY DISPUTE OR CLAIM THAT IS RELATED IN ANY WAY WITH ANY PRODUCT OR SERVICE SOLD, OFFERED, SUPPLIED OR DISTRIBUTED BY OR THROUGH RTG OR TO THE LIMITED WARRANTY (“DISPUTE”) MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, EXCEPT IN SUCH CASES WHERE YOU OR RTG MAY ASSERT THE DISPUTE BEFORE THE DEPARTMENT OF CONSUMER AFFAIRS OF PUERTO RICO (“DACO”) OR THROUGH THE PROCEEDING PROVIDED BY RULE 60 OF THE PUERTO RICO RULES OF CIVIL PROCEDURE, AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT AS CLASS OR REPRESENTATIVE) BASIS. This Dispute Resolution Agreement (“Agreement”) applies to disputes arising before, on, or after the date of this Sales Order, regardless of whether the Limited Warranty is in effect or not. You and RTG waive the right to a trial by jury and any right to have a Dispute heard in court. In arbitration, the 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 may be 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 judgment. The decision issued by an arbitrator may be entered as a judgment in any court having jurisdiction thereof. The Arbitration shall be conducted before one (1) arbitrator of the American Arbitration Association (“AAA”) and any award shall not exceed the relief allowed by applicable law. The arbitration will be conducted in San Juan, Puerto Rico. The AAA’s Consumer Arbitration Rules will apply. If the AAA does 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. The Federal Arbitration Act (“FAA”) applies to this Agreement, including the arbitration provision, and governs its interpretation and enforcement. To the extent the FAA does not apply, the laws of the Commonwealth of Puerto Rico, without regards to principles of conflicts of law, will apply. The arbitrator will decide all issues relating to the interpretation, scope, and application of this Agreement, including the arbitration provision, and the Limited Warranty, except that a court will resolve any question regarding the validity or enforceability of Section 2. The term “Dispute” and the requirement to arbitrate shall be broadly interpreted. The Agreement shall survive the termination of the Limited Warranty.

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 between You and RTG shall not be consolidated with the claim or discovery of any third party. 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 shall be deemed null and void.

3. Fees and Costs of Arbitration: All of the expenses of the arbitration, costs, arbitrator fees, administrative fees and other expenses shall be paid pursuant to the applicable AAA rules. When there are no expressed claims or counterclaims which exceed \$25,000, the Dispute shall be resolved exclusively by the documents submitted by the parties or desk arbitration, except in the event arbitrator decides that a hearing is required.

4. Waiver of Class Action and Jury Trial without arbitration: You and RTG agree that if, for any reason, a Dispute is heard or adjudged before a 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 or RTG may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

5. Severability: If any part of this Agreement is found to be invalid or unenforceable, then the other parts of the Agreement shall remain in full force and effect, except that if any part of Section 2 is found invalid or unenforceable, then Sections 1 and 3 of the Agreement will be null and void, and the other parts of the Agreement shall remain in full force and effect.