

RH CONTRACT AGREEMENT

This RH Contract Agreement (“**Agreement**”) is entered into and effective as of _____, 2016 (“**Effective Date**”), by and between Restoration Hardware, Inc. (“**RH**”), with its headquarters at 15 Koch Road, Suite K, Corte Madera, CA 94925, and _____ (“**Client**”), with its headquarters at _____.

1. **Products.** Client shall purchase from RH, and RH shall sell and deliver to Client, certain furniture and fixtures offered by RH to Client from time to time upon the terms set forth herein (“**Products**”). Products shall be restricted to Client’s commercial use only (e.g., limited to use in hotels, restaurants, bars, and other places of public accommodation where third parties may access and use the Products), and expressly excludes any use of the Products in residential or household settings for an individual’s residential project or Client’s personal use (“**Commercial Use**”). Any breach by Client of this restriction on use shall entitle RH to terminate this Agreement for cause, and RH shall be entitled to recover liquidated damages equal to three times (3X) the final purchase price paid by Client for the applicable Product.

2. **Pro Forma Invoices.** All Product purchases shall be set forth in an RH *pro forma* invoice (“**Pro Forma Invoice**”) prepared by RH and delivered to Client for Client’s approval and acceptance. The terms contained in this Agreement shall be incorporated into the *Pro Forma Invoice*, and the *Pro Forma Invoice* shall be subject to the terms of this Agreement at all times. All pricing in a *Pro Forma Invoice* shall be in U.S. dollars and shall be guaranteed for thirty (30) days from the date of the *Pro Forma Invoice*, unless agreed to otherwise in a writing signed by RH prior to acceptance. Fluctuations in currency exchange rates after acceptance of the a *Pro Forma Invoice*, even if Product delivery is delayed, shall be at Client’s sole risk and shall not entitle Client to forego any of its obligations herein or in the *Pro Forma Invoice*. Client shall have thirty (30) days from the date of the *Pro Forma Invoice* to accept the terms therein as evidenced by Client’s signature on the *Pro Forma Invoice*, or Client’s submission of an email acceptance or other form of written acceptance referencing the *Pro Forma Invoice* (“**Accepted Pro Forma Invoice**”). Any changes to the terms of an Accepted *Pro Forma Invoice* must be mutually agreed upon by the parties in writing, and may require additional fees.

3. **Orders.** To place an order for Products (“**Order**”), Client must deliver to RH the following: (i) an Accepted *Pro Forma Invoice*; (ii) payment in full; and (iii) a complete and accurate “ship to” address so that freight charges and delivery dates can be accurately calculated.

4. **Cancellations.** With the exception of an Order placed for special or custom Products, Client may cancel Orders of stocked and non-stocked Products within forty-eight (48) hours after placement of the Order, subject to the applicable cancellation fees set forth below. No Order may be cancelled after forty-eight (48) hours from placement of an Order, and Orders for special or custom Products are non-cancellable, such that Client shall be obligated to pay the entire amount due.

- TWENTY PERCENT (20%) cancellation fee on Orders of stocked Products, if the Order is cancelled more than forty-eight (48) hours after acceptance.
- FIFTY PERCENT (50%) cancellation fee on Orders of non-stocked Products, if the Order is cancelled more than forty-eight (48) hours after acceptance.

5. **Payment.** Unless satisfactory credit terms are established in advance by Client with RH through the execution of a separate credit agreement, payment in full for Products is required at the time of ordering and, in any case, prior to shipment of Products, and can be made by check, credit card (American Express, MasterCard, Visa and Discover), or wire transfer. Payment of all amounts due to RH must be made in U.S. dollars, unless otherwise agreed to in writing. RH reserves the right, at its sole discretion, to establish or alter credit limits and terms, to delay shipment of Products, or to require alternate terms and conditions based upon Client’s payment history and financial condition. Without limiting the generality of the foregoing, if Client fails to pay for Products, or if Client’s financial

condition becomes impaired or unsatisfactory to RH, RH may require Client to provide satisfactory security and may withhold further deliveries until such security is received. Any amount payable by Client that remains unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) of the balance due per month or the maximum rate allowable by law from the due date until such amount is paid. Client will reimburse RH for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

6. **Taxes.** All prices payable for Products are exclusive of all taxes. Client will pay all applicable sales taxes, excise taxes, use taxes, value added taxes, goods and services taxes, and other taxes (except for taxes based on RH's net income), except to the extent Client provides RH with a valid resale or sales tax exemption certificate or other evidence of such exemption in a form acceptable to RH.

7. **Credit.** In the event that RH provides credit to Client, RH hereby reserves, and Client hereby grants to RH, a security interest and purchase money security interest in the Products sold to Client and the proceeds thereof, in the amount of the purchase price. In the event of default by Client of Client's payment obligations to RH, RH has the right to repossess such Products without liability to Client. These security interests will be satisfied by payment in full. A copy of the *Pro Forma* Invoice or Order may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, in order to perfect RH's security interests. On the request of RH, Client agrees to and will execute any financial statements and other instruments RH requires to perfect and enforce its security interests in the Products.

8. **Shipping, Handling & Delivery.** RH will use commercially reasonable efforts to communicate the most current and accurate Product delivery and inventory information, but there is no guarantee items will be available when payment is received. Product deliveries for furniture are made within a pre-arranged delivery window. All non-furniture Products will be shipped, as and when available, by UPS or similar carrier. RH will use commercially reasonable efforts to ship back-ordered Products on the date set forth in the *Pro Forma* Invoice. In the event that an available date changes, Client will be notified promptly. Delivery dates are estimates only, and RH will not be liable for any damage, loss, or expense incurred by Client if RH fails to meet the specified delivery dates. Client agrees that RH may make partial shipments of Products, and each Product shipment will constitute a separate and independent transaction. All Products will be packaged in the manner determined by RH, unless otherwise requested by Client and agreed to in writing by RH. RH shipping and handling charges include any surcharges for over-sized items. Any special delivery requirements must be submitted to RH on the *Delivery Requirements Form* attached hereto as **Exhibit A**.

8.1 Destinations within the Continental United States. RH shall deliver Products purchased hereunder to final destinations within the continental United States, free on board (F.O.B.) the designated shipping address in the Order. Client shall reimburse RH for all related shipping, handling, and insurance costs and expenses.

8.2 Destinations in Canada. RH shall deliver Products purchased hereunder to final destinations within Canada, duty unpaid (DDU Incoterms 2000) the designated shipping address in the Order. Client shall reimburse RH for all related shipping, handling, and insurance costs and expenses. Client shall be responsible for payment of all import duties.

8.2.1 Canadian Customer Notice. RH maintains a uniform policy with respect to Canadian taxes. All prices are in U.S. dollars and are subject to any applicable taxes according to provincial and local laws. Restoration Hardware GST/HST-BN (87328 4897 RT0001).

Provincial Registration Numbers

Quebec: 1219726666

Manitoba: RST 096545-9

8.3 Destinations Outside the Continental United States and Canada.

8.3.1 *Offshore Shipments.* All Products are packaged for shipment to the continental United States and Canada. If a Client purchases Products for delivery outside Canada or the continental United States (an “**Offshore Location**”), Client shall select and work with a qualified freight forwarder in the continental United States (“**Freight Forwarder**”) who can assist Client with all import/export documentation and formalities in order to comply with customs regulations. RH will deliver the Products to the Freight Forwarder in the continental United States, and the Client will be responsible, through the Freight Forwarder, for coordinating and paying for delivery of the Products to the Offshore Location. All costs of shipping the Products to an Offshore Location, including, but not limited to, all importation costs (including customs, duties, taxes and fees), all in-country delivery fees and all applicable taxes shall be the sole responsibility of the Client. Freight Forwarder shall not be construed to be an agent of RH, and RH shall not be held responsible for any delay or inability of the Freight Forwarder to make deliveries for any reason. All Products are assumed delivered in good condition upon delivery to such Freight Forwarder. Unless RH is notified in writing within five (5) business days of delivery to the Freight Forwarder, no returns will be accepted.

8.3.2 *Export & Import Responsibilities.* RH, as the USPPI (U.S. Principal Party in Interest), will provide to Freight Forwarder, “Basic Commodity Information” (name, EIN number, U.S. Harmonized Tariff Codes, Product description, Product quantity, Product value, Product weight, Product carton dimensions) in a routed export transaction. RH will also provide, upon request, a “Consent to Screen” and a copy of RH’s standard commercial invoice. The Client shall be responsible for complying with all U.S. and foreign export and import laws and regulations and will obtain all required U.S. and foreign authorizations, permits or licenses with respect to the Products. Furthermore, Client shall be fully responsible for the preparation and filing of all shipping and other documentation necessary for export and import clearances.

8.3.3 *Delivery.* Upon Product delivery to the Freight Forwarder, Client (or the Freight Forwarder on the Client’s behalf) shall sign-off on documentation acknowledging receipt of the Products and the quantities/SKUs received. Regardless of whether Client or Freight Forwarder acknowledges receipt, all title and risk of loss shall transfer from RH to the Client upon RH’s delivery of the Products to the Freight Forwarder, and delivery shall be deemed to have then occurred.

9. **No Resale of Products.** Client represents, warrants and covenants to RH that Client, including its agents, affiliates, directors, officers, and employees, does not intend to, nor shall it, resell the Products or offer the Products for resale to any third parties without the express written consent of RH. Client acknowledges that RH has set its prices and entered into these terms in reliance upon Client’s intention not to resell the Products, and that the same forms an essential basis of the bargain between the parties. Therefore, any resale of the Products shall constitute a material breach of this Agreement, and RH shall have the right to immediately terminate this Agreement and Client’s account by delivery or written notice to Client, and shall further be entitled to obtain injunctive or other equitable relief against Client.

10. **Repair or Replacement Policy.** Client agrees to RH’s *Repair or Replacement Policy* as set forth in **Exhibit B** attached hereto.

11. **Disclosure of Commercial Use of Products.** Client shall disclose in the Order, in sufficient detail, Client’s intended, anticipated, and foreseeable Commercial Use or misuse of the Products (“**Intended Use**”). If RH determines, in its sole discretion, that the Products are not suitable for the Intended Use, RH shall request, and Client shall execute, the *Assumption of Risk for Commercial Use of Products*, attached hereto as **Exhibit C** (“**Assumption of Risk**”). If Client fails to adequately declare

its Intended Use to RH in the Order, and if RH determines that Client's Intended Use necessitates Client's agreement to the Assumption of Risk, then Client's acceptance of Product delivery shall constitute Client's acceptance of the terms contained in the Assumption of Risk, which terms shall be automatically incorporated into this Agreement as if signed and agreed to by Client.

12. Term and Termination.

12.1 This Agreement is effective as of the Effective Date, and shall continue for so long as Client and RH are actively engaged in the purchase and sale of Products hereunder, or until earlier terminated by either party in accordance with the terms set forth herein.

12.2 RH shall have the right to terminate this Agreement or any Order, including Client's account, for convenience, with or without cause, without penalty, prejudice or further liability, upon thirty (30) days prior written notice to Client. In the event Client's account is terminated, RH will no longer provide, and Client shall not attempt to purchase, Products through RH or any RH trade center, galleries, website, or any other methods of purchase.

13. Representations & Warranties. Client and RH each represent and warrant that: (i) they are duly organized and validly existing under the laws of their states of incorporation; (ii) the execution of this Agreement has been duly authorized by all necessary corporate action; and (iii) the individuals executing this Agreement on their behalf have the full power and authority to do so.

14. Indemnification. Each party shall indemnify, defend, and hold harmless the other party (including, without limitation, the other party's parent, subsidiaries, affiliates, and its and their officers, directors, employees, and agents) harmless for, from and against any and all losses, expenses, costs, liabilities, damages, claims, suits, and demands arising from or attributable to the acts or omissions of the indemnifying party, including, without limitation, any third party infringement claims intellectual property, trade secret, trademark, copyright, or patent infringement claims; and breaches of their respective representations, warranties and covenants contained herein.

15. No Special Damages. Except as to a party's breach of its confidentiality obligations, the parties' indemnification obligations, liabilities resulting from death or personal injury and non-excludable statutory rights of consumers (e.g., under laws providing for strict product liability), in no event will either party be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages, and whether or not such damages are foreseeable. RH's liability to Client hereunder shall not exceed the purchase price of the Product sold to Client under which the liability arises. Client agrees that the limitations of liability and the disclaimers specified in this Section will survive and apply even if found to have failed of their essential purpose.

16. Confidentiality. The terms of all *Pro Forma* Invoices and Orders, including any information contained therein (including, without limitation, pricing, discounts, and quantities) and any other documentation or communications related thereto, shall be treated as confidential information ("**Confidential Information**"). Confidential Information includes, without limitation, any information, ideas and materials, in whatever form, tangible or intangible, whether disclosed or provided to Recipient before or after the Effective Date: (i) which may be marked or otherwise identified, orally or in writing, as confidential or proprietary, prior to, upon or promptly after receipt by Recipient; or (ii) which Recipient should recognize from the circumstances surrounding the disclosure as Confidential Information. The party in receipt ("**Recipient**") of Confidential Information of the disclosing party ("**Discloser**") shall hold all Confidential Information in strict confidence and will use and reproduce such information only to the extent reasonably required to fulfill Recipient's obligations under this Agreement and for no other purpose, and only for the benefit of the Discloser (and not for the benefit of Recipient or any third party).

The Recipient shall not disclose, deliver, provide, disseminate or otherwise make available, directly or indirectly, any Confidential Information to any third party, without the express written permission of Discloser in each instance. Recipient may disclose Confidential Information only to Recipient's employees and prior approved subcontractors who have a need to know such Confidential Information, and who are each obligated by a written agreement to comply with terms and conditions no less restrictive than those set forth in this Agreement. Recipient shall take the same degree of care that it uses to protect its own information of similar nature and importance (but in any event no less than reasonable care), to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information. The foregoing restrictions shall not apply to any Confidential Information to the extent such Confidential Information: (i) is or becomes generally known or available through no act or omission of Recipient; (ii) is known by Recipient prior to the time of disclosure to Recipient and is not subject to restriction; (iii) is independently developed by Recipient without the use of Confidential Information and can be proven by Recipient to be so developed; or (iv) is lawfully obtained from a third party who has the right to make such disclosure without restriction. Recipient may use or disclose Confidential Information only to the extent that Recipient is legally compelled to disclose such Confidential Information, provided that Recipient shall use reasonable efforts to give advance notice of such compelled disclosure to Discloser and shall cooperate with Discloser in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

17. **Force Majeure.** Other than Client's payment obligations hereunder, if the performance of any part of this Agreement is prevented, hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party, that party shall be excused from such performance to the extent that it is prevented, hindered, or delayed. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of any such condition and the extent of the delay. The parties in good faith will attempt to modify the terms of this Agreement to require such performance as the circumstances will allow. If revised terms cannot be agreed upon, the unfilled parts of this Agreement shall be considered cancelled without penalty or premium. Likewise, if any of the conditions or events described above render the performance of any part of this Agreement impossible, all or any part of undelivered Orders or unfilled parts thereof shall be considered cancelled without penalty or premium.

18. **RH Intellectual Property.** Client shall not use or infringe on any RH intellectual property, including, but not limited to, any RH trade name, trademark, trade dress, patent, copyrighted works (including photographs from the RH website or Source Books), or any other intellectual property rights (collectively, "**RH IP**"), in Client's showroom or store front facilities or on any Client website or catalog, social media site, advertising, marketing or promotional collateral, or any other materials available or publicly accessible to others (collectively, "**Client Materials**"), unless RH provides prior written approval, which it may withhold in its sole and absolute discretion. Client's unauthorized use of RH IP shall constitute a material breach of this Agreement and constitute infringement of RH's rights in the RH IP. Any promotion or sale of counterfeit or knockoffs of any Products that infringe on RH's trade dress and/or patent rights shall constitute a material breach of this Agreement. In the event Client uses any RH IP in violation of this provision, Client shall immediately comply with any RH request to cease use of the RH IP ("**Infringement Notice**"). If Client does not cure such breach within three (3) business days of receipt of an Infringement Notice or if Client breaches this provision more than one (1) time and engages in continued infringement, RH may terminate Client's account immediately upon written notice to Client. RH expressly reserves its right to recover appropriate damages for each breach of this provision and each unauthorized use of RH IP by Client, including, but not limited to, a minimum payment of FIVE THOUSAND DOLLARS (US\$5,000.00) to RH for each unauthorized use of RH IP, in addition to any rights and remedies available under applicable law or in equity.

19. **Securities Laws.** Client acknowledges that RH's parent company, Restoration Hardware Holdings, Inc., is a publicly traded company and is listed with the NYSE under the trading symbol "RH" and that Client by the nature of its engagement under this Agreement will receive or have access or have the ability to access material non-public information. Client and its personnel are prohibited and agree not to trade in Restoration Hardware Holdings, Inc. securities based on its knowledge of non-public material information.

20. **Prohibition on Advertising and Press Releases.** Except as required by applicable law, and except with the prior written consent of RH, which may be withheld in its sole judgment, Client acknowledges that it shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) its association with RH and any of its affiliates; or (ii) any aspects of this Agreement.

21. **Non-Disparagement.** Client acknowledges that RH has a reputation for offering high quality products to the public and a desire to maintain its positive reputation and to receive positive publicity. Client therefore shall not conduct itself (and shall direct its personnel to not conduct themselves) in any manner that is contrary to the best interest of, adversely affects, or is materially detrimental to, RH or its directors, officers, agents, employees, or representatives (collectively, "**RH Representatives**"). Client shall not directly or indirectly make any oral, written or recorded private or public statement or comment with respect to RH, any RH Representative or RH products or services, or depict or portray RH or any RH Representative in any way that may reasonably be construed as disparaging, critical, defamatory or otherwise not in the best interests of RH. The covenants and obligations contained in this Section 21 shall survive termination of this Agreement.

22. **Assignment.** Client may not assign, sublicense or transfer any rights or obligations under this Agreement without the prior written consent of RH (which may be withheld in RH's sole discretion), and any such attempted assignment in contravention of the foregoing shall automatically be deemed null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties.

23. **Compliance with Laws.** The parties shall perform all of their respective obligations under this Agreement in compliance with all applicable laws, ordinances, regulations or codes, including, without limitation, environmental and labor laws and Occupational Safety and Health Administration regulations.

24. **Choice of Law.** The Agreement shall be governed by and construed in accordance with the laws of California, excluding its conflict of law rules. Any and all actions arising out of the Agreement shall be litigated in the applicable courts located in San Francisco County, California. The parties hereto consent to personal jurisdiction in any such court and hereby waive any objection thereto and agree not to deny or defeat such court's jurisdiction or venue (including, without limitation, by a motion *forum non conveniens*). Any dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or clients. Client agrees that it will not bring any dispute or claim as a class action or as a private attorney general, and the Client agrees not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the services or Products provided by RH or its affiliates. The U.N. Convention on the International Sale of Goods shall not apply to these terms or the Products sold by RH.

25. **Integration & Conflict.** The terms of this Agreement, and the terms and conditions contained in any Order or *Pro Forma* Invoice, shall together constitute the entire agreement between the parties and shall supersede all other representations, understandings or agreements that are not expressed herein or therein, whether oral or written. In the event of any conflict between the terms contained in any Order or *Pro Forma* Invoice, and the terms contained in this Agreement, the terms of this Agreement shall take precedence and control. Under no circumstances shall any terms or conditions contained in any "shrink-wrap," "click-wrap" or "click-through" agreement or similar electronic notification be of force or

effect, nor shall any terms and conditions contained on Client's website, Client's own invoice documentation, nor in any purchase order or similar transactional document used by Customer, be deemed to amend or supplement the terms of this Agreement.

26. **Interpretation.** The parties have had an opportunity to consult their respective attorneys with respect to this Agreement. Accordingly, the language of this Agreement will not be construed for or against either party. This Agreement will not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealings between the parties not expressly made a part of this Agreement. This Agreement is in the English language only, which language will be controlling in all respects. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party. All communications and documentation to be furnished under this Agreement will be in the English language. The Section headings contained in this Agreement are for convenience of reference only and will not be considered as substantive parts of this Agreement. The use of the singular or plural form will include the other form.

27. **Counterparts; Facsimile; Electronic and Digital Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon: (i) original signatures; (ii) signatures delivered via facsimile, or by digital and/or electronic means; and/or (iii) digital signatures duly referencing the Agreement (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature); and each of the foregoing methods shall constitute a sufficient signing of record and shall carry the full legal force and effect of a handwritten signature under applicable law.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

Client: _____

RESTORATION HARDWARE, INC.

By: _____
[signature]

By: _____
[signature]

Name: _____

Name: _____

Its: _____

Title: _____

[Signature page to RH Contract Agreement]

Exhibit A

DELIVERY REQUIREMENTS FORM

http://images.restorationhardware.com/content/contract/Contract_Delivery_Req_Form.pdf



DELIVERY REQUIREMENTS

RECEIVING INFORMATION

COMPANY NAME	<input type="text"/>		
DELIVERY CONTACT NAME	<input type="text"/>	PHONE NUMBER	<input type="text"/>
RECEIVING DAYS	<input type="text"/>	RECEIVING HOURS	<input type="text"/> AM <input type="checkbox"/> PM <input type="checkbox"/>
DOES YOUR BUILDING REQUIRE PROOF OF A CERTIFICATE OF INSURANCE? YES <input type="checkbox"/> NO <input type="checkbox"/>			
IF YES, FOR WHAT AMOUNT <input type="text"/>			
NOTE: CERTIFICATE OF INSURANCE GREATER THAN \$1M WILL REQUIRE 2-DAYS PROCESSING			

RECEIVING LOGISTICS

DOES YOUR FURNITURE NEED TO REMAIN IN THE ORIGINAL PACKAGING? YES <input type="checkbox"/> NO <input type="checkbox"/>	
RECEIVING LOCATION CAN ACCOMMODATE: STANDARD SIZE TRUCK ONLY 24 FOOT TO 26 FOOT:	<input type="checkbox"/> UP TO 53' TRAILER: <input type="checkbox"/>
STREET LOADING ZONE IS AVAILABLE? YES <input type="checkbox"/> NO <input type="checkbox"/>	LIFT GATE NEEDED? YES <input type="checkbox"/> NO <input type="checkbox"/>
IS THERE A LOADING DOCK? YES <input type="checkbox"/> NO <input type="checkbox"/>	
IS THERE A SEPARATE SERVICE ENTRANCE OR DESIGNATED LOADING AREA FOR DELIVERIES? YES <input type="checkbox"/> NO <input type="checkbox"/>	
IF YES, PROVIDE DETAILED INSTRUCTION BELOW:	
<input type="text"/>	
EXAMPLE: USE MAIN DOOR, ALLEY ENTRANCE, GATE CODE# , ROLL UP DOOR #	

ADDITIONAL INFORMATION

IS THERE A FREIGHT ELEVATOR? YES <input type="checkbox"/> NO <input type="checkbox"/>	DOES THE ELEVATOR NEED TO BE RESERVED? YES <input type="checkbox"/> NO <input type="checkbox"/>
ARE THERE STAIRS IF THE ELEVATOR IS OUT OF SERVICE? YES <input type="checkbox"/> NO <input type="checkbox"/>	
WILL FURNITURE ITEMS NEED TO BE CARRIED UP <u>ANY</u> STAIRWAYS? YES <input type="checkbox"/> NO <input type="checkbox"/>	
IF YES, PROVIDE DETAILED INSTRUCTION BELOW:	
<input type="text"/>	
EXAMPLE: LOW CEILING, TIGHT CORNERS, WINDING STAIRCASE	
COMMENTS/SPECIAL REQUESTS:	
<input type="text"/>	

CLICK HERE FOR [FURNITURE MEASURING GUIDE](#)

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT OUR LOGISTICS SPECIALIST AT (415) 945-4782

Exhibit B

RH REPAIR OR REPLACEMENT POLICY

All Products are considered to be in good condition and error free when delivered, unless a material Defect or Order error is reported by Client to the RH Contract team by e-mail (trade@restorationhardware.com), phone (877-733-6200), or fax (415-507-1901) within five (5) business days of Product delivery to the shipping address on record. Client should inspect all deliveries immediately upon arrival, and should make note of any damage to boxes when signing for Product deliveries. No replacements/refunds will be given for Products moved or re-shipped after delivery to the shipping address on record. Defective Products and Products delivered in error may be returned to RH only after obtaining a Return Material Authorization Number from RH. The RH team will arrange for pickup of such Products. If RH determines after inspection that such returned Products contain a material Defect, RH will, at RH's option, repair or replace the Products free of charge. If RH determines that such returned Product was delivered in error, RH will correct such error and re-deliver the Product ordered to Client. “Defects” are defined as imperfection in material or workmanship that will impair the use of the Products.

If Client finds a material Defect in any Product, part or component within one (1) year from delivery for all Products, except for certain outdoor frames, and within three (3) years from delivery for certain outdoor frames, provided the Product was properly stored, handled, assembled, maintained, and used by Client under normal conditions for Commercial Use, Client must report such Defect during the relevant period to the RH team by e-mail (contractprojects@restorationhardware.com), phone (+1-855-513-3380) or fax (+1-415-945-4598). Defective Products may be returned to RH freight prepaid only after obtaining a Return Material Authorization Number from RH.

For Products shipped within the Continental United States and Canada. If after inspection any such returned Product is determined by RH to qualify for this repair or replacement policy, RH will, at RH's option, repair or replace the Product free of charge. Repair or replacement of Products does not extend its return or exchange period beyond the original expiration date of one (1) year from delivery. This repair or replacement policy is limited to the Client with proof of purchase. This repair or replacement policy does not cover: (a) Defects caused by improper product storage, handling, assembly, installation, maintenance, or use, (b) Defects occurring to the Products after purchase due to product modification, intentional damage, accident, misuse, abuse, or negligence, (c) normal product wear and tear due to age, (d) labor or assembly costs, or (e) variations of color or texture in Products made of natural materials (e.g. wood, leather, marble etc.).

For Products shipped to and for use outside the Continental United States and Canada. If after inspection any such returned Product is determined by RH to qualify for this repair or replacement policy, RH will, at RH's option, repair or replace the Product free of charge. If RH decides to replace the Product, RH shall deliver the replacement product to the Freight Forwarder of the Client's choice, and Client will be responsible for coordinating, paying for and arranging all required documentation with the Freight Forwarder for delivery to the Client's location, including, but not limited to, all costs of shipping the Product overseas, all importation costs (including customs, duties, taxes and fees), all in-country delivery fees, and all applicable taxes. This repair or replacement policy does not cover: (a) Defects caused by improper product storage, handling, assembly, maintenance, or use, (b) Defects occurring to the Products after purchase due to product modification, intentional damage, accident, misuse, abuse, or negligence, (c) normal product wear and tear due to age, (d) labor or assembly costs, or (e) variations of color or texture in Products made of natural materials (e.g. wood, leather, marble etc.); or (g) any electrical Products, including electrical lighting (except for non-electrical Defects only). This repair or replacement policy is limited to the Client with proof of purchase.

THE ABOVE REPAIR OR REPLACEMENT POLICY IS THE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND SETS FORTH RH'S SOLE OBLIGATION TO CLIENT REGARDING THE PRODUCTS. RH DISCLAIMS ANY AND ALL ASSURANCES (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) RELATING TO THE PRODUCTS PROVIDED BY RH, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED ASSURANCES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE (EVEN IF THE PARTICULAR USE OR PURPOSE IS DISCLOSED TO RH IN ADVANCE), OR NON-INFRINGEMENT, AND ANY ASSURANCES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

Exhibit C

ASSUMPTION OF RISK FOR COMMERCIAL USE OF PRODUCTS

Reference is made to that certain RH Contract Agreement, entered into and effective as of [REDACTED], 2016] by and between Client and RH (“**Agreement**”), the terms of which are incorporated herein and to which this Assumption of Risk for Commercial Use of Products is subject. Terms undefined herein carry the meanings set forth in the Agreement.

1. Client acknowledges that RH has advised Client that those certain Products identified as “waiver required” in the attached *Pro Forma* Invoice # [REDACTED] have not been designed or engineered to withstand the rigors of Commercial Use and that RH has advised Client that it does not recommend use of the Products in a commercial setting. The Client acknowledges and agrees that RH cannot represent and does not represent that the Products are suitable for Commercial Use.

2. Client represents that it is an expert in its business and a sophisticated user of the Products, and understands that the Products were not manufactured or supplied by RH with the intent of applying the Products to Commercial Use. Client’s integration into or application of the Products with Client’s businesses, services, and other product offerings are being done so by Client with full knowledge of such risks. Client acknowledges and represents that it has been given full opportunity to conduct its own due diligence on the Products and that RH has provided all necessary information to Client to make an informed decision regarding Client’s purchases of the Products, and Client fully accepts and agrees to the inherent risks and the disclaimers presented here.

3. **Waiver of RH liability.** Client accepts and assumes the risk of all property damage, personal injury, or death resulting from the Commercial Use or misuse of the Products by itself and any third parties, including, but not limited to: losses, liabilities, demands, penalties, judgments, damages, costs, and expenses resulting from any and all claims, demands, actions, and other proceedings brought by or on behalf of itself or any third party. In no event shall RH be liable for any incidental, consequential, special, punitive and/or indirect damages, or for any loss of business, sales, or profits, arising from or related to the Products or these terms, whether in contract, tort, negligence, or any other legal or equitable theory, even if advised of the possibility of such damages or loss. RH’s liability to Client for any reason shall not exceed the purchase price of the Products giving rise to the foregoing liability.

4. **No Warranties.** Unless expressly prohibited by applicable law, RH disclaims all warranties, whether express, implied, statutory, or otherwise, relating to Commercial Use of the Products, including, but not limited to: any implied warranty of merchantability, fitness for a particular use or purpose, even if the particular use or purpose is disclosed to RH in advance, from course of dealing, course of performance, or usage in any commercial environment.

5. **No returns, refunds, or exchanges.** Notwithstanding anything in the Agreement to the contrary, Client accepts the Products “AS IS” and “WHERE IS”, including all hidden and apparent defects and faults, and acknowledges and agrees that, under any circumstances, Client shall not be entitled to any returns, refunds, or exchanges for any of the Products following their Commercial Use.

6. **Reliance.** Client acknowledges that RH has set its prices and entered into the terms of the Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. Client agrees that the limitations of liability and the disclaimers of warranties and damages specified herein will survive and apply even if found to have failed of their essential purpose.

Acknowledged and agreed, on behalf of Client:

By: _____
[signature]

Name: _____

Its: _____