



## STANDARD TERMS AND CONDITIONS

The following RH Contract Standard Terms & Conditions ("Terms") sets forth the terms under which \_\_\_\_\_ (the "Customer") shall purchase, from time to time, certain furniture and fixtures offered by Restoration Hardware, Inc., located at 15 Koch Road, Corte Madera, CA 94925 ("RH"), through its RH Contract division ("Products"). RH may also provide design services to the Customer, in which case these Terms, together with a Design Services Agreement between RH and the Customer, shall also govern such services. By acknowledging and accepting these Terms, Customer agrees that these Terms shall be incorporated into and made a part of any and all Pro Forma Invoice(s) (as defined below in Section 1), and that these Terms shall take precedence and control in the event of any conflict therewith. The Customer further acknowledges that the Terms may change from time to time without prior notice to Customer, and that the latest Terms, as amended, shall govern each applicable order. The link to the latest Terms will be provided to the Customer in each Pro Forma Invoice issued by RH.

1. PRO FORMA INVOICES. All Product purchases shall be set forth in an RH Contract pro forma invoice ("Pro Forma Invoice") prepared by the RH Contract team and delivered to Customer for Customer's approval and acceptance. Unless otherwise agreed in writing between the Customer and RH, 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. Fluctuations in currency exchange rates after acceptance of a Pro Forma Invoice, even if Product delivery is delayed, shall be at Customer's sole risk and shall not entitle Customer to forego any of its obligations herein or in the Pro Forma Invoice. Customer shall have thirty (30) days from the date of the Pro Forma Invoice to accept the terms therein as evidenced by Customer's signature on the Pro Forma Invoice or Customer's delivery to RH of an email 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.
2. ORDERS. To place an order for Products ("Order"), Customer must deliver to RH the following: (i) an Accepted Pro Forma Invoice or formal Purchase Order; (ii) payment – payment in full or a deposit in an amount pre-approved by RH in its sole discretion, pursuant to a Payment Plan Agreement between the Customer and RH; and (iii) a complete and accurate "ship to" address so that freight charges and delivery dates can be accurately calculated. No Products will ship until RH has received payment in full for the applicable Pro Forma Invoice unless satisfactory payment terms are established by Customer with RH in advance, subject to Section 6 below. Customer also agrees to provide documentation and other evidence as may be requested by RH in order for it to carry out "know your customer" or similar identification procedures related to the Customer. RH reserves the right to cancel an Order and will issue a full refund to the Customer if, in RH's sole discretion, it is not satisfied with the documentation or evidence provided by Customer.
3. CANCELLATIONS PRIOR TO SHIPMENT. Orders for running line, stocked Products can be cancelled prior to shipment within 48 hours after the Order is placed with no fee. Orders for running line, stocked Products cancelled after this time period are subject to a cancellation fee equal to 30% of the total purchase price for the Order. Orders for custom and special ordered Products cannot be cancelled prior to shipment at any time.
4. PAYMENT. Unless satisfactory payment terms (subject to Section 6 below) are established in advance by Customer and RH pursuant to a Payment Plan Agreement or other agreement that establishes payments and milestone terms for the Customer's project, payment in full for Products is required at the time of ordering and, in any case, prior to shipment of Products. Payment can be made by check, credit card, ACH or wire transfer. Payment terms may include a deposit in an amount determined by RH in its sole discretion with Net 30 payment terms, or such other credit terms that are satisfactory to RH. 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 payment limits and terms, to delay shipment of Products, or to require alternate terms and conditions based upon Customer's payment history and financial condition. Without limiting the foregoing, if Customer fails to pay for Products, or if Customer's financial condition becomes impaired or unsatisfactory to RH, RH may require Customer to provide satisfactory security and may withhold further deliveries until such security is received. Any amount payable by Customer that remains unpaid after the due date shall accrue interest from and after the due date until paid in full at an interest rate equal to two percent (2.0%) per month of the balance then due. Customer will reimburse RH for reasonable attorneys' fees and any other costs associated with collecting delinquent payments immediately upon demand.

5. TAXES. All prices payable for Products are exclusive of taxes. Customer will pay all applicable sales taxes, excise taxes, use taxes, value added taxes, duties, goods and services taxes, and other taxes (except for taxes based on RH's net income), except to the extent Customer provides RH with a valid resale or sales tax exemption certificate or other evidence of such exemption in a form acceptable to RH.
6. PAYMENT TERMS. In the event that RH provides payment terms or credit to Customer pursuant to a Payment Plan Agreement or other agreement, RH hereby reserves, and Customer hereby grants to RH, a security interest and purchase money security interest in the Products sold to Customer and the proceeds thereof, in an amount equal to the purchase price. In the event Customer defaults on Customer's payment obligations to RH, RH has the right to repossess such Products without liability to Customer. 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. At request of RH, Customer agrees to and will execute any financial statements and other instruments RH requires to perfect and enforce its security interests in the Products. These rights are not exclusive, and RH may also exercise other rights available to it under applicable law in order to collect any unpaid amounts, including, without limitation, all rights of a material supplier and a design professional, as applicable, to record a mechanic's lien and to take any and all actions required under applicable law in connection with providing notice of any such lien rights and exercising any such lien rights.
7. SHIPPING, HANDLING & DELIVERY. The Customer and RH shall agree to a logistics plan for the Customer's project that addresses shipping, handling and delivery for the project ("Logistics Plan"). Customer and RH will each use commercially reasonable efforts to follow the Logistics Plan. RH will use commercially reasonable efforts to communicate the most current and accurate Product delivery and inventory information. In rare instances, some items may not be available when payment is received. RH will use commercially reasonable efforts to ship any back-ordered Products on the date agreed to in the Logistics Plan. In the event that an available date changes, Customer will be notified promptly. The Logistics Plan and the delivery dates included therein are estimates only, and RH will not be liable for any damage, loss, or expense incurred by Customer if RH fails to meet the Logistics Plan and any specified delivery dates. Customer 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 set forth in the Logistics Plan or otherwise requested by Customer and agreed to in writing by RH. Customer or its agent must inspect the Products upon delivery or pick up, and unless RH is notified in writing within ten (10) business days of delivery or pick up, no returns will be accepted (see Section 10, Repair or Replacement Policy, for details).
  - 7.1 Destinations within the Continental United States. Furniture Products will be delivered within a pre-arranged delivery window. All non-furniture Products will be shipped, as and when available, by UPS or similar carrier or consolidated to be delivered with the Furniture Products if purchased in sufficient volume. The following shipping options are available, subject to RH's reasonable discretion to select a preferred method: (i) RH shall deliver purchased Products, Free On Board (FOB Incoterms), to the "ship to" address set forth in the Order, in which case Customer shall reimburse RH for all related shipping, handling, and insurance costs and expenses; (ii) RH shall ship purchased Products, FOB, using a third party carrier to the "ship to" address set forth in the Order, in which case Customer shall reimburse RH for all related shipping, handling, and insurance costs and expenses; or (iii) Customer or its agent shall take possession of purchased Products from RH at a location in the Continental United States (U.S.) designated by RH, in which case the risk of loss transfers when the Customer or its agent takes possession of the Products.
  - 7.2 Destinations in Canada. The following shipping options are available, subject to RH's reasonable discretion to select a preferred method: (i) RH shall deliver purchased Products to final destinations within Canada, duty unpaid (DAP - Delivery At Place - Incoterms), to the "ship to" address set forth in

the Order. Customer shall reimburse RH for all related shipping, handling, and insurance costs and expenses and Customer shall be responsible for payment of all import duties. Title and the risk of loss shall pass to Customer upon delivery; (ii) RH shall ship the purchased Products to final destinations in Canada, duty unpaid (DAP - Delivery At Place - Incoterms), using a third-party carrier to the "ship to" address set forth in the Order. Customer shall reimburse RH for all related shipping, handling, and insurance costs and expenses and Customer shall be responsible for payment of all import duties. Title and the risk of loss shall pass to Customer upon delivery; (iii) Customer or its agent shall take possession of purchased Products from RH at a location in Canada designated by RH, in which case title and the risk of loss transfers when the Customer or its agent takes possession of the Products; or (iv) Customer shall select and work with a qualified freight forwarder in the Continental U.S. ("Freight Forwarder") in accordance with Section 7.4 of this Agreement and RH will deliver the purchased Products to Customer's Freight Forwarder.

- 7.2.1 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

Saskatchewan: 2522159

British Columbia: PST-1015-7253

- 7.3 Destinations Outside the Continental U.S. and Canada. The following shipping options are available, subject to RH's reasonable discretion to select a preferred method:

- 7.3.1 Using a third-party logistics provider selected by RH, RH shall deliver purchased Products internationally to a port close to the final project location ("Offshore Location"), with freight and insurance paid (CIF – Cost, Insurance, Freight – Incoterms). Unless otherwise agreed between both parties, 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 Customer. Under CIF terms, title and the risk of loss transfers to the Customer when the Products are loaded on board the vessel at the port of origin. Customer or its agent takes possession of the Products at the port of origin;

- 7.3.2 Customer shall select and work with a Freight Forwarder in the Continental U.S. in accordance with Section 7.4 of this Agreement and RH will deliver purchased Products to Customer's Freight Forwarder;

- 7.3.3 Customer shall take possession of purchased Products at a consolidation port in the country of origin designated by RH, in which case title and the risk of loss transfers when the Customer or its agent takes possession of the Products at the port; or

- 7.3.4 Customer or its agent shall take possession of purchased Products from RH at a location in the Continental U.S. designated by RH, in which case the risk of loss transfers when the Customer or its agent takes possession of the Products.

- 7.4 Terms Governing Customer's Use of a Freight Forwarder. Unless otherwise agreed between the parties, Customer 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. Unless otherwise agreed between the parties, Customer shall also be responsible for complying with all U.S. and foreign export and import documentation requirements, including the preparation and filing of all shipping and other documentation necessary for export and import clearances. 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. Customer must provide RH with a Bill of Lading ("BOL") prior to RH's delivery of the Products to Customer's Freight Forwarder. If Customer is unable to provide RH with a BOL in advance, Customer may be required pay all applicable sales tax to RH in advance, which sales tax shall be refunded by RH after RH receives the BOL. Unless otherwise agreed between both

parties, all costs for a Freight Forwarder to ship 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 Customer. The 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. Upon Product delivery to the Freight Forwarder, Customer (or the Freight Forwarder on the Customer's behalf) shall sign-off on documentation acknowledging receipt of the Products and the quantities/SKUs received. Regardless of whether Customer or Freight Forwarder acknowledges receipt, all title and risk of loss shall transfer from RH to the Customer upon RH's delivery of the Products to the Freight Forwarder, and delivery shall be deemed to have then occurred.

8. LIMITATIONS ON RESALE OF PRODUCTS. Customer represents, warrants, and agrees that it will not resell Products to third parties who intend to, or in fact do, further resell the Products to individual consumers as a furniture retailer. Customer acknowledges that RH has set its prices and entered into these Terms in reliance upon Customer's intention not to resell the Products to such third parties, and that the same forms an essential basis of the bargain between the parties. Therefore, any resale of the Products in violation of this Section 8 shall constitute a material breach of these Terms, and RH shall have the right to immediately terminate these Terms and Customer's account by delivery of written notice to Customer, and RH shall further be entitled to obtain injunctive or other equitable relief against Customer.
9. USE OF PRODUCTS WAIVED FOR COMMERCIAL USE. RH supplies Products for Customer's Commercial Use (e.g., use in hotels, restaurants, bars, commercial ancillary spaces, public indoor and outdoor amenity spaces). Customer shall disclose to RH in sufficient detail, Customer's intended, anticipated, and foreseeable use of the Products ("Intended Use"). If RH determines, in its sole discretion, that the Products desired by Customer are not suitable for the Intended Use and Customer nevertheless purchases the desired Products, Customer will execute RH's standard Assumption of Risk, Disclaimer of Warranties, & Limitation of Liability document. This Commercial Use Waiver confirms that RH has advised Customer that it does not recommend the Products be used in the specific commercial setting they intend to purchase them for. The Customer acknowledges and agrees in these situations that RH cannot represent and does not represent that the Products are suitable for the intended Commercial Use. Customer 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 Customer for any reason shall not exceed the purchase price of the Products giving rise to the foregoing liability.
10. REPAIR OR REPLACEMENT POLICY.
  - 10.1 All Products are considered to be in good condition and error free when title transfers unless, within ten (10) business days of Product delivery or pick up to the shipping address on record, the Customer reports a material Defect or Order error via email to the Customer's assigned RH Contract Project Leader or the RH Contract team ([contractprojects@rh.com](mailto:contractprojects@rh.com)). Customer or its agent should inspect all deliveries immediately upon delivery or pick up, and should make note of any damage to boxes when signing for Product deliveries. No replacements or 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 Contract team will arrange for pickup of affected 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 and will re-ship, re-delivery, or make the Products available for pick up in the same manner as the original order. If RH determines that such returned Product was delivered in error, RH will correct such error and re-deliver the Product ordered to Customer. "Defects" are defined as imperfection in material or workmanship that will impair the use of the Products.
  - 10.2 If Customer finds a material Defect in any Product, part or component within three (3) years of the date that title to the Products passed to Customer (the "Policy Period") provided the Product was properly stored, handled, assembled, maintained, and used by Customer under normal conditions for Commercial Use, Customer must report such Defect via email and during the Policy Period to the Customer's assigned RH Contract Project Leader or the RH Contract team ([contractprojects@rh.com](mailto:contractprojects@rh.com)). Defective Products may be returned to RH, freight prepaid, only after

obtaining a Return Material Authorization Number from RH.

10.3 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. This Repair or Replacement Policy is limited to the Customer (and not any third-party user or purchaser), and is conditioned on the Customer providing a valid proof of purchase. This Repair or Replacement Policy does not cover: (i) Defects caused by improper product storage, handling, assembly, installation, maintenance, or use; (ii) Defects occurring to the Products after purchase due to Product modification, intentional damage, accident, misuse, abuse, or negligence; (iii) normal Product wear and tear due to age and/or use; (iv) labor or assembly costs; or (v) variations of color or texture in Products made of natural materials (e.g. wood, leather, marble etc.).

10.4 THE ABOVE REPAIR OR REPLACEMENT POLICY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SETS FORTH RH'S SOLE OBLIGATION TO CUSTOMER 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.

## 11. TERM AND TERMINATION

11.1 These Terms are effective as of the earliest date that the Customer submits to RH (x) written confirmation to place an Order, (y) a signed Pro Forma Invoice for an Order, or (z) a formal Purchase Order for an Order ("Effective Date"), and shall continue for so long as Customer 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.

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

12. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) it is duly organized and validly existing under the laws of its state or country of incorporation or other formation; (ii) the acceptance of these Terms has been duly authorized by all necessary corporate action; and (iii) the individual accepting these Terms on behalf of Customer has the full power and authority to do so.

13. 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 intellectual property, trade secret, trademark, copyright, or patent infringement claims; and breaches of their respective representations, warranties and covenants contained herein.

14. 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 shall either party be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of these Terms (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, 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 Customer hereunder shall not exceed the purchase price of the Product sold to Customer under which the liability arises. Customer agrees that the limitations of liability specified in this Section will survive and apply even if found to have failed of their essential purpose.

15. CONFIDENTIALITY. These Terms, including any amendments, exhibits or attachments hereto and all Pro Forma Invoices and Orders, including any information contained therein (including, without limitation,

pricing, discounts, and quantities) and any other related documentation or communications, 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 these Terms 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 these Terms. 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: (a) is or becomes generally known or available through no act or omission of Recipient; (b) is known by Recipient prior to the time of disclosure to Recipient and is not subject to restriction; (c) is independently developed by Recipient without the use of Confidential Information and can be proven by Recipient to be so developed; or (d) 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.

16. **FORCE MAJEUR.** Other than Customer's payment obligations hereunder, if the performance of any part of these Terms 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 a 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 these Terms to require such performance as the circumstances will allow. If revised terms cannot be agreed upon, the unfilled parts of these Terms 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 these Terms impossible, all or any part of undelivered Orders or unfilled parts thereof shall be considered cancelled without penalty or premium.
17. **INTELLECTUAL PROPERTY.** Customer shall not use or infringe on the intellectual property of RH or its affiliates, including, but not limited to, any trade names, trademarks, trade dress, patents, copyrighted works (including photographs from website or Source Books), or any other intellectual property rights (collectively, "RH IP"), in Customer's showroom or store front facilities or on any Customer website or catalog, social media site, advertising, marketing or promotional collateral, or any other materials available or publicly accessible to others unless RH provides prior written approval, which it may withhold in its sole and absolute discretion. Customer's unauthorized use of RH IP shall constitute a material breach of these Terms and constitute infringement of RH and its affiliates' rights in the RH IP. Any promotion or sale of counterfeit or knockoffs of any Products that infringe on RH IP shall constitute a material breach of these Terms. In the event Customer uses any RH IP in violation of this provision, Customer shall immediately comply with any RH or its affiliates' request to cease use of the RH IP ("Infringement Notice"). If Customer does not cure such breach within three (3) business days of receipt of an Infringement Notice or if Customer breaches this provision more than one (1) time and engages in continued infringement, RH may terminate Customer's account immediately upon written notice to Customer. RH or expressly reserves its right to recover appropriate damages for each breach of this provision and each unauthorized use of RH IP by Customer, 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.
18. **SECURITIES LAW.** Customer acknowledges that Restoration Hardware, Inc.'s parent company, RH, is a publicly traded company and is listed with the NYSE under the trading symbol "RH" and that Customer

by the nature of its engagement under these Terms will receive or have access or have the ability to access material non-public information. Customer and its personnel are prohibited and agree not to trade in RH securities based on its knowledge of non-public material information.

19. 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, Customer 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 these Terms.
20. NON-DISPARAGEMENT. Customer acknowledges that RH has a reputation as a high-quality Brand and desires to maintain its positive reputation and to receive positive publicity. Customer 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"). Customer 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 20 shall survive termination of these Terms.
21. ASSIGNMENT. Customer may not assign, sublicense or transfer any rights or obligations under these Terms 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. These Terms shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties.
22. COMPLIANCE WITH LAWS. The parties shall perform all of their respective obligations under these Terms in compliance with all applicable laws, ordinances, regulations or codes, including, without limitation, environmental and labor laws and Occupational Safety and Health Administration regulations.
23. CHOICE OF LAW. These Terms shall be governed by and construed in accordance with the laws of California, without giving effect to its choice of law principles. Any and all actions arising out of these Terms shall be litigated in the applicable courts located in San Francisco County, California. The parties consent to personal jurisdiction in any such court, 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. Customer agrees that it will not bring any dispute or claim as a class action or as a private attorney general, and Customer 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 these Terms 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 provided by RH or its affiliates.
24. INTEGRATION AND CONFLICT. These Terms, 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 these Terms, these Terms shall take precedence and control. No terms and conditions contained on Customer's website (including any "shrink-wrap," "click-wrap" or "click-through" agreement or similar electronic notification), Customer's own invoice documentation, or in any formal Purchase Order or similar transactional document used by Customer shall be deemed to amend or supplement these Terms.
25. INTERPRETATION. The parties have had an opportunity to consult their respective attorneys with respect to these Terms. Accordingly, the language of these Terms will not be construed for or against either party. These Terms 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 these Terms. These Terms are in the English language only, which language will be controlling in all respects. Any versions of these Terms 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 these Terms will be in the English language. The Section headings contained in these Terms are for convenience of reference only and will not be considered as substantive parts of these Terms. The use of the singular or plural form will include the other form.

26. ELECTRONIC AND DIGITAL SIGNATURES. Each party may rely upon: (i) original signatures; (ii) signatures delivered by digital and/or electronic means; and/or (iii) digital signatures duly referencing these Terms (e.g., through Adobe EchoSign or DocuSign). 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.