

AshleyDirect.com Terms and Conditions

These Terms and Conditions (the “Agreement”) are between Ashley Furniture Industries, Inc. (“Ashley Furniture,” “we,” “us,” or “our”) and the entity registering for an AshleyDirect.com account (“Customer,” “you,” or “your”).

This Agreement governs:

- Your access and use of www.ashleydirect.com (“AshleyDirect”); and
- Your purchase of products through AshleyDirect.

By accessing AshleyDirect, clicking a box indicating your acceptance of this Agreement, and/or your purchase of products through AshleyDirect, you agree to this Agreement. If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must not accept this Agreement and we expressly prohibit you from accessing and using AshleyDirect or purchasing products from us.

Access and Use of AshleyDirect

AshleyDirect enables registered business customers to purchase products for business purposes and to access and use a set of features, services, and applications specifically intended for our registered business customers.

Ashley Furniture has the right to determine who can use AshleyDirect. We reserve the right to deny access or use of AshleyDirect and the products offered on it to anyone at any time in our sole and absolute discretion.

You have a limited right to use AshleyDirect. On the condition that you comply with all your obligations under this Agreement, Ashley Furniture grants you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access AshleyDirect through a generally available web browser or mobile device to view content and information and otherwise use AshleyDirect consistent with its functionality and in accordance with this Agreement. Any other use of AshleyDirect is strictly prohibited and a violation of this Agreement.

All content included on AshleyDirect, such as text, graphics, logos, images, video, data, and other material (collectively “Content”) is Ashley Furniture’s owned or licensed property and is protected by copyright, trademark, patent, or other proprietary rights. The collection, arrangement, and assembly of all Content on AshleyDirect is the exclusive property of Ashley Furniture and protected by U.S. and international copyright laws. We expressly reserve all intellectual property rights in all Content, and you may not copy, reproduce, distribute, modify, publish, download, post, or transmit the Content

in any way, without our prior written consent. Unless otherwise indicated, all marks displayed on AshleyDirect are subject to Ashley Furniture's trademark rights, including names identifying our products and Ashley's corporate logos and emblems.

You are not allowed to use AshleyDirect to facilitate the sale our products through 3P marketplaces. For purposes of this paragraph, a 3P marketplace is any internet or online marketplace (including, without limitation, websites and mobile apps) through which sellers sell goods at retail directly to consumers through the marketplace. 3P marketplaces include, but are not limited to, Amazon and Walmart.com. If we determine in our sole discretion that you are using AshleyDirect to facilitate the sale of our products through any 3P marketplaces, we will deny you further access and use of AshleyDirect. Facilitating the sale of our products through a 3P marketplace includes, without limitation, enabling a 3P marketplace seller to directly or indirectly buy our products through AshleyDirect.

You may not use AshleyDirect for improper purposes. Whether on behalf of yourself or on behalf of any third party, YOU MAY NOT:

- make any commercial use of AshleyDirect or its Content separate from conducting transactions through AshleyDirect;
- use or attempt to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, or intelligent agents) to navigate or search AshleyDirect other than the search engine and search agents made available on AshleyDirect or generally publicly available browsers;
- frame, mirror, or use framing techniques on any part of AshleyDirect;
- make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images;
- use any meta tags or any other hidden text utilizing any names or marks used or displayed on AshleyDirect;
- misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with AshleyDirect or Ashley Furniture, or express or imply that Ashley Furniture endorses any statement you make;
- conduct fraudulent activities on or through AshleyDirect;
- violate or attempt to violate the security of AshleyDirect, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (ii) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to AshleyDirect, overloading, "flooding," "spamming," "mailbombing," or "crashing"; (iii) forging any header or any part of the header information in any email or posting; or (iv) forging communications on behalf of AshleyDirect (impersonating AshleyDirect or Ashley Furniture) or to AshleyDirect (impersonating another user);

- use AshleyDirect to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of AshleyDirect; or
- remove any copyright, trademark, or other proprietary rights notice from Ashley Direct or Content.

Your account is your responsibility. You are responsible for anything that happens through your account, and you must ensure that your users of AshleyDirect comply with this Agreement. You agree to keep your password secure and confidential, not permit others to use your account, and not use other's accounts. You should immediately notify us of any unauthorized use of your password or account or any breach of security. If you become aware that your account has been compromised, you should immediately change your password. If you have given access to your account to a person who has left your organization or is no longer authorized to purchase, approve, or act on behalf of your organization, you must terminate that person's access to AshleyDirect immediately.

You must implement reasonable and appropriate security practices. You shall, with respect to your access and use of AshleyDirect and the Content: (i) implement reasonable and appropriate security practices to protect AshleyDirect against unauthorized access, disclosure, or use; (ii) notify us immediately in the event of any actual or suspected unauthorized access to AshleyDirect or unauthorized disclosure or use of Content; and (iii) fully cooperate with us in the investigation of any such unauthorized access, disclosure and/or use. You are responsible for all of Your agents, employees, and subcontractors accessing and using AshleyDirect. In the event of any unauthorized access to or use of AshleyDirect by you or your agents, employees, or subcontractors, you shall reimburse us for any and all damages we incur as a consequence of the unauthorized access to or use of AshleyDirect.

You will protect our confidential information. In connection with your use of AshleyDirect, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("Confidential Information"). You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of AshleyDirect. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

We disclaim legal liability for the operation of AshleyDirect. We present the information on AshleyDirect as a service to our customers. We make no warranty or guarantee concerning the accuracy or reliability of AshleyDirect's content or the availability of AshleyDirect to you. UNLESS OTHERWISE SPECIFICALLY AGREED

UPON BY ASHLEY FURNITURE IN WRITING, ANY INFORMATION, CONTENT, OR SERVICES MADE AVAILABLE TO YOU THROUGH ASHLEYDIRECT ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ASHLEY FURNITURE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, ASHLEY FURNITURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OPERATION AND USE OF ASHLEYDIRECT AND THE INFORMATION, CONTENT, AND SERVICES MADE AVAILABLE THROUGH ASHLEYDIRECT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

We may change information about products listed in AshleyDirect. All descriptions, images, references, features, content, specifications (including without limitation, colors, materials, fabrics, and designs), products, and prices of products described or depicted on AshleyDirect are subject to change at any time without notice (including after you have submitted an order). We will correct errors that we discover, and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted).

We limit our liability to you. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE ASHLEYDIRECT OR YOUR RELIANCE ON OR USE OF INFORMATION OR CONTENT PROVIDED ON OR THROUGH ASHLEYDIRECT, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. Our total liability to you for all losses, damages, and causes of action (in contract, tort, or otherwise) will not be greater than the direct incremental amount, if any, you paid specifically to access AshleyDirect.

You will indemnify us against certain claims. You will defend, indemnify, and hold harmless Ashley Furniture and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "Claim") to the extent such Claim is based on any breach of this Agreement or your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

Many furniture products displayed on the Site are protected by various design patents issued by the United States. These design patents, which are owned by Ashley, cover one or more of the ornamental or aesthetic features forming the overall furniture product. Design patents may also be pending in the United States and other countries worldwide which will serve to protect the designs of these furniture products when they issue from the respective country. These furniture designs are exclusive property of Ashley, they may not be copied, modified, or imitated without Ashley's prior written consent in each case, and your use of the Site does not grant you any license to them.

Ashley owns feedback and information you provide. All remarks, questions, suggestions, ideas, graphics, data or other information communicated to Ashley through the Site or e-mail will become the exclusive property of Ashley, and is, and will be treated as, nonconfidential and nonproprietary. Without limitation, anything you transmit, submit, or post becomes the exclusive property of Ashley, and may be used for any purpose, including, but not limited to, reproduction, transmission, publication, broadcast, and posting. Furthermore, Ashley is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to or through the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, and Ashley will not incur any liability as a result of any similarities to the communicated materials that may appear in its products, business or services. Additionally, through your use of the Site you may submit and/or Ashley may gather certain information about you and your use of the Site. Ashley is free to use this information for any purpose it deems appropriate, including, but not limited to, marketing purposes.

Sale of Products

Ashley Furniture sells products to you on the following terms and conditions.

This Agreement shall govern and control all sales of product by us to you. This Agreement and each purchase order accepted by us collectively comprise the entire agreement between us and you and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of your general terms and conditions of purchase regardless whether or when you submitted your purchase order or such terms. Our fulfillment of an order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend this Agreement.

You are not allowed to sell our products through 3P marketplaces. For purposes of this paragraph, a 3P marketplace is any internet or online marketplace (including, without limitation, websites and mobile apps) through which sellers sell goods at retail directly to consumers through the marketplace. 3P marketplaces include, but are not limited to, Amazon and Walmart.com. If we determine in our sole discretion that you are

selling our products through any 3P marketplaces, we may without liability or penalty take any of the following actions (alone or in combination):

- Accelerate all amounts owed by you to us;
- Cancel any previously accepted purchase orders;
- Delay any further shipment of products to you; or
- Terminate this Agreement.

A purchase order is not effective until we accept it. No purchase order shall give rise to any obligation of Ashley Furniture unless and until we accept the purchase order by confirming the order (whether by written confirmation, invoice, or otherwise) or by delivering the ordered products, whichever occurs first. Notwithstanding any prices quoted in a purchase order, you will purchase products from us at the prices set forth in our price lists in force as of the date that we accept your purchase order.

You are responsible for taxes. Any applicable federal, state, local, or other government tax or charge on the sale or shipment of the goods covered by this Agreement shall be added to the price and paid by you. You agree to pay promptly and hold harmless Ashley Furniture from all such taxes, including interest and penalties thereon, and any costs and expenses, including reasonable attorneys' fees, in connection therewith.

We fulfill orders in accordance with our standard practices. Unless we specifically agree in writing to vary our standard fulfillment practices, the following apply to each purchase order:

- Products will be delivered within a reasonable time after our acceptance of a purchase order, subject to the availability of finished products. We shall not be liable for any delays, loss, or damage in transit.
- We will deliver ordered products to the applicable Ashley Furniture distribution center (the "Delivery Point") using our standard methods for packing and shipping such products. All prices are FOB the Delivery Point. Title and risk of loss passes to you upon delivery of the products at the Delivery Point.
- To ship products using Ashley Furniture's express freight account, you must submit an Ashley Express Application (available through AshleyDirect) and your application must be approved by Ashley Furniture.
- We may, in our sole discretion, without liability or penalty, make partial shipments of products to you. Each shipment will constitute a separate sale, and you will pay for the units shipped whether such shipment is in whole or partial fulfillment of your purchase order.
- You must make a claim for shortage within ten (10) days after you receive a shipment. You will be deemed to have waived any claim not made within that 10-day period.

You must pay timely and consistent with our payment terms. Unless we have approved you to pay in arrears, you must pay in advance. If we have approved you to

pay in arrears, you shall pay all invoiced amounts due us within thirty (30) days after the date of our invoice. You shall make all payments in US dollars by a payment method (e.g., wire transfer) that we approve in advance in writing. You shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall reimburse us for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which we do not waive by the exercise of any rights hereunder), we shall be entitled to suspend the delivery of any orders if you fail to pay any amounts when due and such failure continues for five (5) days following written notice thereof. You shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with us.

We may take actions if your financial condition is not satisfactory. If we determine in our sole discretion that your financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to any other rights we may have, we may without liability or penalty take any of the following actions (alone or in combination):

- Accelerate all amounts owed by you to us;
- Modify the payment terms of outstanding and future purchase orders, including requiring you to pay in advance or provide collateral security or a guaranty that payments will be promptly paid when due;
- Cancel any previously accepted purchase orders;
- Delay any further shipment of products to you; or
- Terminate this Agreement.

No actions taken by us under this paragraph (nor any failure of ours to act under this paragraph) constitute a waiver by us of any of our rights to enforce your obligations under this Agreement including, but not limited to, your obligation to make payments as required under this Agreement.

We provide a limited warranty. Subject to the conditions and limitations in this Agreement, we warrant to you that, for a period of one (1) year from the date of shipment to you or until the products are sold to the end-use consumer by you, whichever is earlier, the goods supplied by us to you are free of substantial manufacturing defects; provided that a reasonable amount of touch-up, deluxing, and installation of repair parts is your responsibility. Under this warranty, our sole liability is, at our sole option, to repair, replace, or issue a credit for products sold to you by us that contain substantial manufacturing defects. We shall not be liable for a breach of the foregoing warranty unless:

- You give us written notice of the alleged defect, reasonably described, within one (1) year from the date of shipment to you or until the products are sold to the end-use consumer by you, whichever is earlier;
- We are given a reasonable opportunity after receiving the notice to examine the products subject to the alleged defect; and

- We reasonably verify your claim that the products contain substantial manufacturing defects.

Additionally, we shall not be liable for a breach of the foregoing warranty if you make any further use of the products at issue after giving us notice of the alleged defect; the defect arises because you failed to follow our oral or written instructions as to the storage, installation, use, or maintenance of the products; or you alter or repair the products without our prior written consent. We shall not be liable for any labor or other expenses incurred by you in the removal, repair, or replacement of the products or any component part claimed to be defective nor shall we be liable for any expenses incurred by you in order to remedy any defect.

THE FOREGOING WARRANTY IS EXCLUSIVE. ALL EXPRESS WARRANTIES NOT STATED IN AGREEMENT AND ALL IMPLIED WARRANTIES (WHETHER WRITTEN OR ORAL), INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL) WITH RESPECT TO MATERIALS, GOODS, OR ITEMS NOT MANUFACTURED BY ASHLEY, AND ALL WARRANTIES WITH RESPECT TO SUCH MATERIALS, GOODS, OR ITEMS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES (WHETHER WRITTEN OR ORAL) OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED.

You shall notify us promptly and in any event within thirty (30) days after any accident or malfunction involving products manufactured or sold by us that results in personal injury or damage to property. You shall cooperate fully with us in investigating and determining the cause of such accident or malfunction. In the event that you fail to give such notice to and cooperate with us, you agree to protect, defend, and save us harmless against all suits at law or in equity and from all costs of suit, legal fees, and expenses, damages, claims, and demands arising out of or awarded in connection with our sale of products to you.

Your remedies and our liability are limited. WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR CONTINGENT DAMAGES OR LOST PROFITS OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN PRODUCTS SOLD, SUPPLIED OR FURNISHED BY US TO YOU, FROM THE USE THEREOF, OR FROM YOUR INABILITY TO MAKE USE THEREOF. THE DISCHARGE OF OUR WARRANTY OBLIGATION UNDER THIS AGREEMENT SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF US TO YOU, WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE WITH RESPECT TO PRODUCTS SOLD OR PROVIDED TO YOU. THE REMEDIES SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO YOU AND IN LIEU OF ALL OTHER REMEDIES. OUR LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS SOLD, SUPPLIED, OR FURNISHED BY US TO YOU UNDER THIS

AGREEMENT ON WHICH LIABILITY IS BASED. WE NEITHER ASSUME NOR AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR US ANY OBLIGATION OR LIABILITY OTHER THAN IS EXPRESSLY SET FORTH IN THIS AGREEMENT.

The sole purpose of the stipulated exclusive remedy shall be to provide you with a credit or replacement for or the repair of defective parts in the manner provided in this Agreement. This exclusive remedy shall not be deemed to have failed of its essential purposes so long as we are willing to credit your account, or to repair or replace the defective part(s) in the manner set forth in this Agreement.

General Terms

These terms apply to both your access and use of AshleyDirect and to your purchase of products through AshleyDirect.

Termination. This Agreement shall remain in effect until terminated by either party giving a written notice of termination to the other party. The notice shall specify the effective date of termination. Any notice of termination under this Agreement automatically operates as a cancellation of any deliveries of product to you that are scheduled to be made subsequent to the effective date of termination, whether or not the applicable purchase orders had been accepted by us. With respect to any products that are in transit upon termination of this Agreement, we may require, in our sole and absolute discretion, that all sales and deliveries of such products be made on either a cash-only or certified check basis.

Upon termination of this Agreement, you shall promptly terminate your access and use of AshleyDirect and return to us or destroy all Confidential Information. The following provisions of this Agreement will survive termination of this Agreement: confidentiality, indemnification, and limitation of liability. Additionally, all amounts owed by you to us are immediately due and payable in full.

Force Majeure. We shall not be liable or responsible to you, nor be deemed to have defaulted or breach this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement or any purchase order entered into under this Agreement resulting directly or indirectly from accidents to, or breakdown or mechanical failure of our plant machinery or equipment or any acts or circumstances beyond our reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Waiver. No waiver by us of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by us. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability. If any of the terms or provisions of this Agreement are held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision are be deemed to be written, construed, and enforced as so limited.

Commercial Parties. Each party is an independent business owner and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise or fiduciary relationship between the parties. Neither party will have any right or authority to act or create an obligation, express or implied, on behalf of the other party.

Assignment. You shall not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent in each case. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement.

Choice of Law. This Agreement shall be construed and governed in accordance with the laws of the State of Wisconsin, without regard conflict of laws principles.

Dispute-Resolution Process. Except as otherwise stated in this Dispute-Resolution Process section, each party commits that in the event a dispute, claim or controversy should arise under this Agreement or relating in any manner hereto, the parties agree to mediate their dispute prior to the commencement of arbitration or litigation in accordance with this section. The mediation will be conducted either by an individual mediator or by a mediator appointed by a mediation services organization, agreed upon by the parties. Any mediation shall take place in Tampa, Florida, unless otherwise agreed to by the parties. The costs of such mediation shall be equally divided between the parties. Such mediation shall be conducted by each party designating a duly authorized officer or other representative to represent the party, with authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All mediation proceedings shall be confidential, and no information exchanged in such mediation shall be discoverable or admissible in any arbitration or litigation involving the parties. If the parties cannot resolve the dispute, claim or controversy within 60 days after conferring with the mediator, either party may submit such dispute, claim or controversy to arbitration as described below.

Except to the extent we elect to enforce the provisions of this Agreement by seeking equitable relief as provided below, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) that have not been settled by or are not otherwise subject to mediation as described above will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in Tampa, Florida. Any arbitration proceeding may not be consolidated with any other arbitration proceeding, and you agree not to seek joinder of any of its claims with those of any other party. The arbitrator(s) shall have no authority to select a different hearing locale for the arbitration. The arbitrator(s) will have a minimum of five (5) years' experience in licensing, distribution, or applicable law and will have the right to award specific performance of this Agreement. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us. This section will survive termination of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, the parties will fully perform their respective obligations under this Agreement.

Notwithstanding the mediation and arbitration provisions above, if you breach or threaten to breach any of the terms of this Agreement, we will be entitled to equitable relief (such as injunctive relief or specific performance), without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until a final and binding determination is made by the arbitrator(s).

Notice. We may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, postings on AshleyDirect, or other methods. All notices and other communications relating to us must be delivered personally or sent by first class U.S. Mail, registered or certified, return receipt requested, postage pre-paid; U.S. Express Mail; or other overnight courier service, and addressed to:

Ashley Furniture Industries, Inc.
Attn: Todd Wanek
One Ashley Way
Arcadia, WI 54612

with a copy to:

Ashley Furniture Industries, Inc.
Attn: Chief Legal Officer
1670 E 8th Ave.
Tampa, FL 33605

Modifications. We may, at any time in our discretion, change this Agreement by posting such a change on AshleyDirect or by notifying your account administrators. YOUR CONTINUED USE OF ASHLEYDIRECT AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR ACCOUNT OR REFRAIN FROM USING ASHLEYDIRECT.

Last Updated: December ____, 2019