

Summary of Changes

The AshleyDirect.com Terms and Conditions were updated on May 22, 2026. The updated Terms and Conditions are included below. The primary changes were:

- First, to clarify the applicability of these Terms and Conditions, we expressly stated that they govern your purchases of products from Ashley Furniture through AshleyDirect.com as well as any other means.
- Second, we revised the indemnification language to make clear that you are responsible for your assembly of product for customers or retailers.
- Third, we updated our notice address.

Please read the updated AshleyDirect.com Terms and Conditions below.

AshleyDirect.com Terms and Conditions

These Terms and Conditions (the “Agreement”) are between Ashley Furniture Industries, LLC (“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 from Ashley Furniture, whether through AshleyDirect or any other means.

By accessing AshleyDirect, clicking a box indicating your acceptance of this Agreement, and/or your purchase of products from Ashley Furniture, 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, limit or terminate 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 currently included on AshleyDirect, or as amended from time to time, 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, other than as contemplated by the functionality of AshleyDirect, 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 Furniture's corporate logos and emblems.

You are not allowed to use AshleyDirect to facilitate the sale of our products through third-party ("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, without liability or penalty to us, and without prejudice of all other remedies available to us under this Agreement or by law (which we do not waive by the exercise of any rights hereunder). 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 use AshleyDirect for any improper purpose, including without limitation:

- making any commercial use of AshleyDirect or its Content separate from conducting transactions through AshleyDirect;
- using or attempting to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, or intelligent agents) to navigate or search within AshleyDirect other than the search engine and search agents made available on AshleyDirect or generally publicly available browsers;
- framing, mirroring, or using framing techniques on any part of AshleyDirect;
- making any use of data extraction, scraping, mining, or other data gathering tools, or creating a database by systematically downloading or storing Content, or otherwise scraping, collecting, storing, or using any Content, product listings, descriptions, prices, or images;
- using any meta tags or any other hidden text utilizing any names or marks used or displayed on AshleyDirect;
- misrepresenting the identity of a user, impersonating any person or entity, falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with AshleyDirect or Ashley Furniture, or expressing or implying that Ashley Furniture endorses any statement you make;
- conducting fraudulent activities on or through AshleyDirect;
- violating or attempting 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);
- using AshleyDirect to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- modifying, adapting, translating, reverse engineering, decompiling, or disassembling any portion of AshleyDirect; or
- removing 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 and you will be responsible to us for any unauthorized access to or use of AshleyDirect by that person.

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, current or former employees, or subcontractors, you shall reimburse us for any and all damages, costs, expenses (including, without limitation, reasonable attorneys' fees and costs) that 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 available 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 you are required to do so by law and you (to the extent permitted by applicable law) provide us prompt written notice of any requirement and offer reasonable cooperation in any effort to obtain a protective order. 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 RESULTS 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 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 AshleyDirect are protected by various design patents issued by the United States of America. These design patents, which are owned by Ashley Furniture, 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 of America 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 Furniture, they may not be

copied, modified, or imitated without Ashley Furniture's prior written consent in each case, and your use of AshleyDirect does not grant you any license to them.

Ashley Furniture owns feedback and information you provide. All remarks, questions, suggestions, ideas, graphics, data or other information communicated to Ashley Furniture through AshleyDirect or e-mail will become the exclusive property of Ashley Furniture, and are, and will be treated as, nonconfidential and nonproprietary. Without limitation, anything you transmit, submit, or post becomes the exclusive property of Ashley Furniture, and may be used for any purpose, including, but not limited to, reproduction, transmission, publication, broadcast, and posting. Furthermore, Ashley Furniture is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to or through AshleyDirect for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, and Ashley Furniture 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 AshleyDirect you may submit and/or Ashley Furniture may gather certain information about you and your use of AshleyDirect. Ashley Furniture 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 and govern 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 of 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. Examples of 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 to us, and without prejudice to all other remedies available to us under this

Agreement or by law (which we do not waive by the exercise of any rights hereunder), 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; and/or
- Terminate this Agreement.

You will comply with the Reseller Paid Online Advertising Guidelines. You agree to comply with the Reseller Paid Online Advertising guidelines set forth below as Schedule A to this Agreement and present our products and trademarks in a manner consistent with our brand standards.

You will not engage in certain prohibited acts. You will not make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually, apparently, or ostensibly on behalf of Ashley Furniture. You will not make any representations or warranties with respect to our products that are additional to, or inconsistent with, any representations and warranties made by Ashley Furniture in the written documentation included in our product packaging at the time of your purchase. You will familiarize yourself with all applicable laws governing your business, and shall not engage in any unfair, competitive, misleading, or deceptive practices with respect to Ashley Furniture, our products, or your promotion and sale of our products. You will not separate any components, parts, or accessories bundled or packaged with any of our products from such products or sell such components, parts, or accessories on a standalone basis.

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 labeling, marking, packing and shipping such products. All prices are FOB the Delivery Point. You expressly agree that 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 to us, 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 in writing 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 to us, 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 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 FURNITURE, 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. If you fail to give such notice to and cooperate with us, you agree to protect, defend, and hold 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.

You are responsible for compliance with all applicable laws, codes and regulations. If you seek to purchase and import goods from us and offer such goods for sale to customers in a country other than the United States of America that we approve in advance in writing ("Customer's Country"), you understand and agree that Customer's Country has or may have various legal and regulatory requirements that are or could be specifically applicable to us, as the manufacturer of goods, as well as to you, as the importer and seller of the goods, that must be satisfied in order for you to

import our goods and offer such goods for sale to consumers in the Customer's Country. You represent and warrant that you are fully aware of such laws and regulations as they are or may be applicable in the future to us, you, and/or the sale of such goods in the Customer's Country. You further represent, warrant, and expressly agree to take full responsibility for compliance with all such current laws and regulations, including (without limitation) all such laws and regulations and their amendments as they are applicable to us. Your compliance responsibilities include, without limitation, complying with all laws, codes and regulations in the Customer's Country relating to: (i) your acting as the importer of record; (ii) product labeling, marking, and packaging in the applicable language(s); (iii) product safety; (iv) product weight and measure; (v) product testing; (vi) product local certification; (vi) providing consumers with all consumer product information ("CPI") at the point of purchase for our goods including, as required, the translation of the CPI to the language required by law and/or that is customarily utilized in Customer's Country; and (vi) any and all other applicable laws, codes and regulations.

Indemnification. In addition to any other provisions of this Agreement, we do not assume, nor will we be deemed to have assumed, liability under this Agreement as a result of any claim or judgment by any third party or any authority, agency, or governmental body in the Customer's Country or elsewhere, arising from your breach of this Agreement or your operation of any store or warehouse, or your sale and/or delivery of product to customers or retailers, or your negligence or willful misconduct. 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 Claim related to or arising out of your breach of this Agreement, your operation of any store or warehouse or your sale and/or delivery or assembly of product to customers or retailers, or your 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.

General Terms

These terms apply to both your access and use of AshleyDirect and to your purchase of products from Ashley Furniture.

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, your obligations under this Agreement to comply with applicable laws, codes and regulations, indemnification, limitation of liability, choice of law, dispute resolution process, and any other terms which by their nature survive this Agreement. 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 breached 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, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, 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 shall 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 Florida, USA, without regard to 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, USA, 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 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, USA. 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, LLC
Attn: Legal Department
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: May 22, 2026

Schedule A Reseller Paid Online Advertising Guidelines

As an authorized wholesale reseller of our products, it is important that you present our products and trademarks in a manner consistent with our brand standards. Periodic reviews will be conducted to assess compliance.

Paid Search Authorization and Requirements:

You may use online paid search (e.g., Google AdWords) in conjunction with our trademarks as we determine in our sole discretion. Keep in mind that we may revoke or modify permission with or without cause at any time.

1. The paid search ad copy needs to refer only to Ashley Furniture branded products or product lines. It may not reference other product lines, general store events or unapproved Ashley Furniture trademarks unrelated to specified products or product categories, including but not limited to:
 - Ashley
 - Ashley Outlet
 - Ashley Furniture
 - Ashley Furniture HomeStore
 - Ashley Furniture Outlet
 - Ashley Furniture HomeStore Outlet
 - Ashley Sleep
 - Modern Refinery
 - Vintage Casual
 - Urbanology
 - Mane + Mason

2. The paid search ad copy must be related exactly to the search term, must link directly to your Ashley Furniture store-in-store section, and must be consistent with any representation made in the paid search ad copy on the immediate destination page from the ad.
 - If your ad provides, “See our full line of mattresses by Ashley Furniture,” the link must land on the Ashley Furniture store-in-store mattress landing page.
 - If your ad states, “Now selling the Valebeck bar stool by Ashley” or other model reference, the link must land on that product page.

3. Resellers must not use our trademarks without a product name, product category, or SKU number, except as provided below. Permitted reseller online paid search terms include the following:

- [product/category name/SKU] by Ashley
- [product/category name/SKU] by Ashley Furniture
- Signature Design by Ashley
- Sierra Sleep
- Benchcraft
- Millennium by Ashley
- Millennium by Ashley Furniture
- Berkline
- Examples:
 - “Mattress by Ashley Furniture”
 - “Dining Room Sets by Ashley”
 - “Signature Design by Ashley”
 - “Millennium by Ashley Furniture”
 - “Berkline recliner”

Schedule B

RESIDENT HOME ADVERTISING, WEBSITE AND DIGITAL MARKETING REQUIREMENTS

These requirements govern and restrict your use of Resident Home's trade names, trademarks, logos, or images in your advertising, promotional, website or digital marketing. Resident Home reserves the right to change these requirements at any time, in its sole discretion. You may not use Resident Home's trade names, trademarks, logos, or images in advertising in any manner that Resident Home has not approved in writing in advance.

If you have questions or wish to submit advertising materials for review and approval, contact Resident Home's Legal Department. Email: legal@residentialhome.com

1. Required Physical Location. You must maintain an actual physical retail location in which Resident Home's products ("Products") are clearly displayed and sold to qualify to use the associated trade name, materials, and logos for the purpose of advertising the sale of Products. You must prominently display the Products, with at least the equal amount of prominence with which you display other products within the category of beddings.
2. Shipping Area. Except for Online Sales (as defined below), You may not routinely sell or ship Products outside your physical store's immediate geographic area, nor advertise (using any and all media sources) the ability to ship Products nationwide. "Online Sales" means selling Products to end-users via your own online website that is run and operated by you, but excluding any third party websites or marketplaces such as Amazon.
3. Periodic National Promotion Offers. Resident Home periodically announces authorized national promotions, which may or may not include special "gift with purchase" offers (each a "National Promotion.") You may choose to participate in the National Promotion.
4. Offers You May Not Advertise. You may not advertise any of the following at any time:
 - Free gifts with purchase ("GWP") or "purchase with purchase" offers that differ from Resident Home's National Promotions.
 - Coupons, rebates, "in-store credits," or like practices that can be applied to Products at your location as a cash equivalent
 - Money back for the return of the consumer's old bedding with a new purchase, such as "Trade-in Sale"
 - Free foundation
 - Discontinued products

You may use these terms:

- Proudly Carrying _____ since
- Full Service _____ Dealer

5. Use of Resident Home's Marks on Your Website(s). Subject to these terms, as an authorized Resident Home retailer in good standing, you may feature Products and suggested retail prices on your retail store website, and are licensed to use Resident Home's applicable logos, housemarks, wordmarks and/or trademarks (the "Resident Marks") on such websites, for the limited purpose of advertising Products.

a. Website Requirements. If you feature Products on your website, you must ensure that your website complies with the following:

- i. You must give Products no less prominence or attention on your website than any competing sleep products you offer.
- ii. Your website must have a professional appearance, consistent with the promotion of premium and luxury products.
- iii. Your website must be regularly updated to be consistent with Resident Home's then-current products, images, and Resident Marks.
- iv. You must ensure full compliance with all applicable laws and regulations concerning advertising, security, and use of customer information, including without limitation, laws and regulations concerning consumer privacy.
- v. Your website must contain your contact information, including email address, street address, and telephone number at your principal place of business.
- vi. You may not use or register any domain name featuring any Resident Mark or variation thereof. Shadow domains are prohibited. "Doorway" pages loaded with keywords may not be used.
- vii. You may not use any Resident Mark as a meta tag, in hidden text or excessively in page text for the purpose of gaining higher rankings from search engines. Any use of frequency, density, distribution, or gratuitous use of key words or links is prohibited.
- viii. Use of Resident Marks on your website must be relevant, applicable, and clearly associated with specific page body content.

6. SEM Advertising. You may only use the Resident Marks in connection with search engine optimization (“SEM”) advertising methods under the following circumstances:

i. You must “negative match” all keywords consisting solely of any Resident Mark (e.g., “Nectar,” “DreamCloud.”).

ii. You may “match” keywords containing the Resident Mark terms only if your brand is part of the search term, for example: “{Retailer Name} Nectar,” “{Retailer Name} DreamCloud.” You may also bid on the following keywords:

- “Nectar near me”
- “Nectar store”
- [nectar mattress near me]
- [nectar mattress store]
- [nectar mattresses near me]
- [nectar near me]
- [nectar sleep store]
- [nectar store]
- “{Retailer name} Nectar”
- {Retailer name} DreamCloud
- “{Retailer name} Nectar queen”
- [nectar mattress {Retailer name}]

With respect to the foregoing, the contents in brackets ([]) represent “exact match” keywords and the contents in angle brackets ({ }) indicate terms that can vary to specify your name or brand names.

iii. You may display Products in Google Shopping Ads but you must “Exclude” search terms containing any Resident Mark or Resident Home-specific product title. You are permitted to match generic product category search terms (e.g., “mattress” or “bedding”) in a manner that results in Resident Products appearing in your Google Shopping results.

7. No Affiliate Marketing. You will not advertise or sell any Product through or as part of any online affiliate program.

8. NO MARKETPLACE LISTINGS. YOU SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY THIRD PARTY WEBSITE, ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, WAYFAIR, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY RESIDENT HOME IN WRITING AND IN ADVANCE, AND IT BEING

UNDERSTOOD THAT RESIDENT HOME MAY WITHDRAW ITS CONSENT AT ANY TIME.

9. Email Marketing. You are permitted to market Products in email campaigns to your verified permission-based house email list, provided such email marketing messages comply with all requirements set forth herein and with all applicable laws.

10. Corporate Logo & Trademark Integrity. You must use any Resident Mark logos or graphics exactly as they appear in the graphic files that Resident Home provides. You must not alter or re-create Resident Mark logos or graphics in any way. Altering Resident Home's logos, graphics or Resident Marks has a negative effect on Resident Home's valuable brand image. You must use the Resident Marks and trademarks in their entirety.

11. Local Ad Placement. You may advertise Products in your local media, including radio, TV and print. You may not advertise Products in any national media, including radio, TV and print, nor daily, weekly or monthly publications.

12. Local Ad Campaign Integrity. In advertising campaigns, you must clearly communicate that all advertisements are from your local retail store(s). You must submit all advertisements featuring only Products to Resident Home's Marketing Department for review and approval. This requirement is intended to maintain the integrity of the overall marketing and media investments for Resident Home's corporate advertising programs.

13. Use of Resident Marks on Physical Items. You must get prior approval from Resident Home's Marketing Department before producing physical items that include any Resident Marks; this includes items such as business cards, letterhead, pens, and other promotional items.

Schedule C

Resident Home Minimum Advertised Pricing Policy

As an industry leading bedding and home furnishings brand, Resident Home is focused on encouraging continued investment in our brand by our retailer, dealer and distribution network. In recognition of the investment in time and resources required for our high-quality retailers, dealers and distributors to provide the level of customer service and product knowledge expected from our customers, Resident Home is committed to enforcing policies which allow our such parties to profitably support the sale of our products. Resident Home has an established Minimum Advertised Price (“MAP”) Policy that it applies to the advertising and marketing of Resident Home’s products (“Products”).

1. Resident’s MAP Policy Guidelines for Products

MAP pricing for all Products can be found on your current price list. Resident Home may issue new price lists on the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receipt.

All advertised prices must be at or above MAP for all Products if a MAP price has been established by Resident Home. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.

Resellers are also responsible for ensuring their Resident Home pricing is advertised at or above MAP on internet search engines. Resellers are free to set the actual in-store or in-cart resale price of any product. Resident Home’s MAP policy for all Products applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), Internet placements on retailers, dealers and distributors own websites and online advertisements, and any flyers, posters or coupons.

From time to time, Resident Home may permit retailers, dealers and distributors to advertise MAP Products at prices lower than the MAP price. In such events, Resident Home reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

2. Pricing Statements

Resident Home’s MAP Policy does allow retailers, dealers or distributors to omit pricing entirely from advertisements and/or advertisement statements such as “Call for Price” or “Call for Quote.”

3. Free Offers Associated with Resident Products

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

4. All Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Resident Home's MAP Policy. Advertised price must always be at MAP or higher.

5. Sale Prices

The following phrases, or phrases substantially similar to the following, in advertising, specifically in connection with Products, violate this MAP Policy: "On Sale Now," "Lowest Prices," "Guaranteed Lowest Prices," "Sale Price," "Close-out Price," "Discounted Price."

6. Failure to Comply with the MAP Policy

Resident Home determines, in its sole discretion, whether you are complying with the MAP Policy and the consequences of your failure to comply with the MAP Policy. In addition to any other remedies it may choose to exercise in the event of your noncompliance with the MAP Policy, Resident Home may immediately remove your "Authorized Reseller" status and terminate your ability to purchase any and all Products both direct as well as through distribution.