

ARHAUS[®]

C O N T R A C T

TERMS & CONDITIONS

The following ARHAUS Terms & Conditions (“**Terms**”) sets forth the terms under which the person or entity set forth in the signature block hereto (the “**Client**”) shall purchase, from time to time, certain furniture and fixtures (“**Products**”) offered by Arhaus, LLC (“**ARHAUS**”) through the ARHAUS Contract division. Client acknowledges and accepts these Terms and agrees that these Terms shall be incorporated into and made a part of any and all Sales Order(s) (as defined below in Section 1), and that these Terms shall take precedence and control in the event of any conflict therewith.

1. SALES ORDERS. All Product purchases shall be set forth in an ARHAUS Sales Order (“**Sales Order**”) prepared by ARHAUS and delivered to Client for Client’s approval and acceptance. All pricing in a Sales Order shall be guaranteed for thirty (30) days from the date of a sales quote, unless agreed to otherwise in a writing signed by ARHAUS prior to acceptance. Client shall have thirty (30) days from the date of the Sales Order to accept the terms therein as evidenced by Client’s signature on the Sales Order, or Client’s submission of an email acceptance or other form of written acceptance referencing the Sales Order. An accepted Sales Order will constitute a binding contract between ARHAUS and Client, and any changes to the terms of an accepted Sales Order, including these Terms, must be mutually agreed upon by the parties in writing.

2. ORDERS. To place an order for Products (“**Order**”), Client must deliver to ARHAUS all of the following: (i) an accepted Sales Order; (ii) payment as set forth in Section 4 below; and (iii) a complete and accurate “ship to” address so that freight charges and delivery dates can be accurately calculated.

3. PAYMENT. For Stocked Products, a deposit of 50% of the total price of the Stocked Products in an Order (including delivery charges) is required at the time of placement of an Order. The balance owed on a Stocked Products Order must be paid in full prior to the delivery date. For return Clients who have made previous ARHAUS Contract purchases, the balance owed on any subsequent Stocked Products Order must be paid within thirty (30) days of delivery. For Custom Products, 100% of the total price of Custom Products in an Order (including delivery charges) is required at the time of placement of an Order. Payment on any Sales Order may be made by check, credit card (American Express, MasterCard, Visa, or Discover), ACH, or wire transfer.

4. TAXES. All prices payable for Products are exclusive of taxes. Client will pay all applicable sales taxes, excise taxes, use taxes, value added taxes, goods and services taxes, and other taxes, except to the extent Client provides ARHAUS with a valid resale or sales tax exemption certificate or other evidence of such exemption in a form acceptable to ARHAUS.

5. SHIPPING, HANDLING & DELIVERY. ARHAUS will use commercially reasonable efforts to communicate the most current and accurate Product delivery date and inventory information, but there is no guarantee items will be available when payment is received. Product deliveries for furniture are made within a pre-arranged delivery window. All non-furniture Products will be shipped, as and when available, by UPS or similar expedited carrier. ARHAUS will use commercially reasonable efforts to ship back-ordered Products on the date set forth in the Sales Order. In the event that an available date changes, Client will be notified promptly. Delivery dates are estimates only, and ARHAUS will not be liable for any damage, loss, or expense incurred by Client if ARHAUS fails to meet the specified delivery dates. Client agrees that ARHAUS 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 ARHAUS, unless otherwise requested by Client and agreed to in writing by ARHAUS. Any special delivery requirements must be submitted to ARHAUS in writing prior to delivery. To the extent not included in the Order, Client shall reimburse ARHAUS for all related shipping, handling, and insurance costs and expenses.

6. CANCELLATIONS. Subject to a 15% Cancellation Fee, Client may cancel Orders for products that are not special order or custom (“Stocked Products”) within forty-eight (48) hours after placement of the Order. No Order of Stocked Products may be canceled after forty-eight (48) hours from placement of an Order, and Orders for special order or custom products (“Custom Products”) are non-cancelable at all times, such that Client shall be obligated to pay the entire amount due.

7. RESALE OF PRODUCTS. Client represents, warrants and covenants to ARHAUS that Client, including its agents, affiliates, directors, officers, and employees, does not intend to, nor shall it, resell the Products or offer the Products for resale to any third parties without the express written consent of ARHAUS. Client acknowledges that ARHAUS has set its prices and entered into these Terms in reliance upon Client’s intention not to resell the Products, and that the same forms an essential basis of the bargain between the parties. Therefore, any resale of the Products shall constitute a material breach of these Terms, and ARHAUS shall have the right to immediately terminate these Terms and Client’s account by delivery of written notice to Client, and ARHAUS shall further be entitled to obtain injunctive or other equitable relief against Client.

8. COMMERCIAL USE. Client represents that the Products shall be restricted to Client’s commercial use only (e.g., limited to use in hotels, restaurants, bars, model homes, and other places of public accommodation where third parties may access and use the Products (“Commercial Use”). Client shall be solely responsible to determine whether the Products are suitable for Client’s intended, anticipated, and foreseeable Commercial Use of the Products (“Intended Use”). Notwithstanding anything expressed or implied herein to the contrary, the following terms shall apply to any such Intended Use of the Products:

8.1 ACKNOWLEDGMENT OF INHERENT RISKS. Client represents that it is an expert in its business and a sophisticated user of the Products, and Client’s integration into or application of the Products with Client’s businesses, services, and other product offerings are being done so by Client with full knowledge of such risks. Client acknowledges and represents that it has been given full opportunity to conduct its own due diligence on the Products and that ARHAUS has provided all necessary information to Client to make an informed decision regarding Client’s purchase of the Products, and Client fully accepts and agrees to the inherent risks and the disclaimers presented here.

8.2 WAIVER OF ARHAUS LIABILITY. Client accepts and assumes the risk of all property damage, personal injury, or death resulting from the Commercial Use or misuse of the Products by itself and any third parties, including, but not limited to: losses, liabilities, demands, penalties, judgments, damages, costs, and expenses resulting from any and all claims, demands, actions, and other proceedings brought by or on behalf of itself or any third party, and holds harmless ARHAUS, including its agents, affiliates, directors, officers, and employees, from and against any and all of the foregoing liabilities resulting therefrom.

8.3 WARRANTIES, REFUNDS OR EXCHANGES. Unless expressly prohibited by applicable law, ARHAUS disclaims all warranties, whether express, implied, statutory, or otherwise, relating to the Commercial Use of the Products, including, but not limited to: any implied warranty of merchantability, fitness for a particular use or purpose, even if the particular use or purpose is disclosed to ARHAUS in advance, from course of dealing, course of performance, or usage in any commercial environment. Notwithstanding anything in these Terms to the contrary.

Arhaus warrants that the Products will be free from manufacturer’s Defects for a period of one (1) year from the date of delivery of the Product. If Client finds a material manufacturer’s Defect in any Product, part, or component within one (1) year from delivery of the Product, provided the Product was properly stored, handled, assembled, maintained, and used by Client under normal conditions for Commercial Use, Client must report such Defect within the one (1) year period to the ARHAUS Contract team by e-mail (ContractSales@arhaus.com). “Defects” are defined as imperfection in the manufacturer’s material or workmanship that impairs the intended use of the Product. Products containing Defects may be returned to ARHAUS freight prepaid only after Client has reported the Defect to ARHAUS and has made arrangements for pick-up or return of such defective Products. If ARHAUS determines after inspection that such returned Products contain Defects, ARHAUS will provide Client with the same or reasonably equivalent Product. This warranty is limited to the Client with proof of purchase. This warranty 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; or (iv) variations of color or texture in Products made of natural materials (e.g. wood, leather, marble etc.).

8.4 THE ABOVE REPAIR OR REPLACEMENT POLICY AND WARRANTY ARE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND SETS FORTH ARHAUS' SOLE OBLIGATION TO CLIENT REGARDING THE PRODUCTS. ARHAUS DISCLAIMS ANY AND ALL ASSURANCES (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) RELATING TO THE PRODUCTS PROVIDED BY ARHAUS, 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 ARHAUS IN ADVANCE), OR NON-INFRINGEMENT, AND ANY ASSURANCES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

9. REPAIR OR REPLACEMENT POLICY.

9.1 All Products are considered to be in good condition and error free when delivered, unless damage or Sales Order error is reported by Client to the ARHAUS Contract team by e-mail (ContractSales@arhaus.com) within fourteen (14) days of Product delivery to the shipping address on record. Client should inspect all deliveries immediately upon arrival, and should make note of any damage to Products or boxes when signing for Product deliveries. No replacements/refunds will be given for Products moved to a different location/address or re-shipped after delivery to the shipping address on record. Damaged Products and Products delivered in error may be returned to ARHAUS only after Client has reported the issue to ARHAUS and has made arrangements for pick-up or return of such Products. If ARHAUS determines after inspection that such returned Products are damaged, ARHAUS will, at its option, repair or replace the Products free of charge. If ARHAUS determines that such returned Product was delivered in error, ARHAUS will correct such error and re-deliver the Product ordered to Client.

10. TERM AND TERMINATION.

10.1 These Terms are effective as of the date the Client's signs the Sales Order ("**Effective Date**"), and shall continue for so long as Client and ARHAUS 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.

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

11. REPRESENTATIONS & WARRANTIES. Client represents and warrants that: (i) it is duly organized and validly existing under the laws of its state 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 Client has the full power and authority to do so.

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

13. NO SPECIAL DAMAGES. Except as to a party's breach of its confidentiality obligations, the parties' indemnification obligations, liabilities resulting from death or personal injury and non-excludable statutory rights of consumers (e.g., under laws providing for strict product liability), in no event will either party be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of 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, and even if that party has previously been advised of the possibility of such damages, and whether or not such damages are foreseeable. ARHAUS's liability to Client hereunder shall not exceed the purchase price of the Product sold to Client under which the liability arises. Client agrees that the limitations of liability specified in this Section will survive and apply even if found to have failed of their essential purpose.

14. CONFIDENTIALITY. All Sales Orders and Orders, including any information contained therein (including, without limitation, pricing, discounts, and quantities) and any other documentation or communications related thereto, shall be treated as confidential information (“Confidential Information”). Confidential Information includes, without limitation, any information, ideas and materials, in whatever form, tangible or intangible, whether disclosed or provided to Recipient before or after the Effective Date: (i) which may be marked or otherwise identified, orally or in writing, as confidential or proprietary, prior to, upon or promptly after receipt by Recipient; or (ii) which Recipient should recognize from the circumstances surrounding the disclosure as Confidential Information. The party in receipt (“**Recipient**”) of Confidential Information of the disclosing party (“**Discloser**”) shall hold all Confidential Information in strict confidence and will use and reproduce such information only to the extent reasonably required to fulfill Recipient’s obligations under 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.

15. PROHIBITION ON ADVERTISING AND PRESS RELEASES. Except as required by applicable law, and except with the prior written consent of ARHAUS, which may be withheld in its sole judgment, Client acknowledges that it shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) its association with ARHAUS and any of its affiliates; or (ii) any aspects of these Terms.

16. NON-DISPARAGEMENT. Client acknowledges that ARHAUS has a reputation for offering high quality products to the public and a desire to maintain its positive reputation and to receive positive publicity. Client shall not directly or indirectly make any oral, written or recorded private or public statement, social media post, or comment with respect to ARHAUS, any ARHAUS representative or ARHAUS products or services, or depict or portray ARHAUS or any ARHAUS representative in any way that may reasonably be construed as disparaging, critical, defamatory or otherwise not in the best interests of ARHAUS. The covenants and obligations contained in this section shall survive termination of these Terms.

17. ASSIGNMENT. Client may not assign or transfer any rights or obligations under these Terms without the prior written consent of ARHAUS (which may be withheld in ARHAUS’ 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 of each of the parties.

18. 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.

19. CHOICE OF LAW. These Terms shall be governed by and construed in accordance with the laws of Ohio, excluding its conflict of law rules. Any and all actions arising out of these Terms shall be litigated in the applicable courts located in Summit County, Ohio. The parties hereto consent to personal jurisdiction in any such court and hereby waive any objection thereto and agree not to deny or defeat such court's jurisdiction or venue. Any dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or clients. Client agrees that it will not bring any dispute or claim as a class action or as a private attorney general, and the Client agrees not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to these Terms or the services or Products provided by ARHAUS or its affiliates.

20. INTEGRATION & CONFLICT. These Terms, and the terms and conditions contained in any Order or Sales Order, 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 Sales Order, and these Terms, these Terms shall take precedence and control.

21. INTERPRETATION. 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.