AMERICAN FURNITURE RENTAL, LLC
PURCHASE ORDER TERMS & CONDITIONS

Version 1.0 | Date: 10.8.26

These Purchase Order Terms & Conditions ("Terms") apply to purchase orders issued by American Furniture Rental, LLC ("AFR" or "Buyer") to the supplier identified on the applicable purchase order ("Seller"). These Terms are intended for AFR's purchase of finished furniture, furnishings, accessories and related products ("Goods").

1. GOVERNING PROVISIONS AND ACCEPTANCE

Each purchase order issued by AFR (the “Order”), together with these Terms and any specifications, drawings, approved samples or other requirements expressly referenced in the Order, constitutes the terms applicable to the purchase. Seller’s written acceptance, commencement of production, shipment of Goods, or other performance under the Order constitutes acceptance of the Order and these Terms.

Any additional or conflicting terms contained in Seller’s quotation, acknowledgment, invoice or other document are rejected unless expressly accepted in writing by an authorized representative of AFR. Acceptance of delivery or payment by AFR does not constitute acceptance of any additional or conflicting Seller terms.

2. COMPLIANCE WITH LAWS AND AFR REQUIREMENTS

Seller warrants that the Goods and Seller’s performance under the Order will comply with all applicable federal, state, local and other laws, regulations, rules and safety requirements applicable to the Goods.

Seller shall also comply with AFR’s Vendor Code of Conduct, if incorporated into or referenced by the Order. Product-specific regulatory, testing or certification requirements may be identified separately in the Order, specifications or other AFR documentation.

3. PRICE, CHARGES, DELIVERY AND RISK OF LOSS

The price stated in the Order shall be the agreed purchase price unless otherwise approved in writing by AFR. Seller shall not impose additional charges, surcharges or fees not expressly authorized by AFR in writing.

Seller shall deliver the Goods in accordance with the quantities, dates, shipping terms and delivery locations stated in the Order or otherwise agreed in writing. Unless otherwise stated in the Order, risk of loss or damage remains with Seller until the Goods are delivered to the location designated by AFR. Payment terms shall be as stated in the Order.

4. INSURANCE

Seller shall maintain commercially reasonable insurance appropriate to its business, the Goods supplied and the risks associated with its performance under the Order, including applicable commercial general liability and product liability coverage. Upon reasonable request, Seller shall provide AFR with evidence of such coverage. Any specific coverage limits or additional insurance requirements required by AFR may be stated separately in the Order or vendor requirements.

5. INSPECTION, REJECTION AND ACCEPTANCE

All Goods are subject to AFR’s right to inspect, test, reject and, where permitted by applicable law, revoke acceptance of nonconforming Goods. Payment for, use of, or receipt of Goods before inspection does not constitute final acceptance and does not waive AFR’s rights or remedies.

A signature on a delivery receipt, bill of lading or similar shipping document acknowledges receipt only and does not constitute acceptance of the condition, quality or conformity of the Goods.

At AFR’s option, Seller shall promptly repair, replace or refund the purchase price of Goods that are defective, damaged, nonconforming or otherwise properly rejected. Seller shall be responsible for reasonable costs associated with correcting or replacing such Goods to the extent caused by Seller’s nonconformance.

6. INTELLECTUAL PROPERTY

Seller warrants that the Goods, and Seller's manufacture and sale of the Goods to AFR, will not knowingly infringe or misappropriate any third-party patent, trademark, copyright, trade secret or other intellectual property right.

Seller shall defend, indemnify and hold AFR harmless from third-party claims arising from alleged intellectual property infringement by Goods supplied by Seller, except to the extent the claim results solely from a design furnished by AFR and manufactured by Seller without unauthorized modification.

7. INDEMNIFICATION

To the extent permitted by applicable law, Seller shall defend, indemnify and hold harmless AFR, its affiliates and their respective officers, directors and employees from claims, damages, losses, liabilities and reasonable expenses arising out of or resulting from Seller's negligence, willful misconduct, breach of the Order or these Terms, or defective or nonconforming Goods supplied by Seller, except to the extent caused by AFR's negligence or misconduct.

8. PRODUCT WARRANTY

Seller warrants that it has good title to the Goods and that the Goods are free from liens and encumbrances. Seller further warrants that the Goods will be new unless otherwise agreed, merchantable, free from defects in materials and workmanship, safe for their intended use, and conform to the Order and all AFR-approved specifications, drawings, samples, finishes, materials and other descriptions or requirements applicable to the Goods.

These warranties survive inspection, delivery, acceptance, use and payment. If Goods fail to meet the applicable warranty, AFR may, at its option and subject to the circumstances of the claim, require repair or replacement at Seller's expense or obtain an appropriate refund or credit.

9. PRODUCT AND MANUFACTURING CHANGES

Seller shall not make any material change to the Goods without AFR's prior written approval. This includes changes to design, dimensions, construction, materials, components, hardware, foam or fill, fabric or upholstery specifications, finish or color, key component sources, manufacturing location, manufacturing process, or other characteristics that may affect the appearance, performance, durability, safety, serviceability or consistency of the Goods.

Seller shall notify AFR in writing before implementing any proposed change and shall provide samples, drawings, specifications, test information or other supporting documentation reasonably requested by AFR for evaluation. AFR may require approval of a revised sample before production or shipment.

Goods produced after an approved change must continue to conform to AFR's approved specifications and quality requirements. Seller shall promptly notify AFR of any loss, suspension or material change to a certification specifically required by AFR for the Goods.

10. QUALITY AND CONFORMANCE

Seller shall maintain appropriate quality controls to ensure that Goods consistently conform to the Order, approved samples, specifications and warranty requirements. Seller shall promptly investigate reported nonconformities and cooperate with AFR in implementing reasonable corrective actions.

Upon reasonable notice and where appropriate to the Goods being purchased, AFR or its designated representative may inspect Goods or verify product quality at Seller's or the applicable manufacturing facility. Such inspection does not relieve Seller of its responsibility for the quality or conformity of the Goods.

11. CANCELLATION AND TERMINATION

Time is of the essence where delivery dates are expressly identified as required in the Order. AFR may cancel all or any undelivered portion of an Order if Seller materially fails to meet agreed delivery requirements, materially breaches the Order or these Terms, or fails to cure a material nonconformance within a reasonable period after notice.

AFR may also cancel or suspend an Order if Seller's financial or operational condition creates a material and reasonable risk that Seller will be unable to perform its obligations.

12. FORCE MAJEURE

Neither party shall be liable for a delay or failure to perform caused by events beyond its reasonable control and not resulting from its negligence, provided the affected party promptly notifies the other party and uses commercially reasonable efforts to mitigate the effect of the event and resume performance.

If a force majeure event materially delays or reduces Seller's ability to supply the Goods, AFR may, without liability for the affected quantities, reduce, reschedule or cancel those quantities and may source substitute goods elsewhere as reasonably necessary.

13. CONFIDENTIALITY AND AFR MATERIALS

Seller shall use AFR-provided drawings, designs, specifications, product development information, pricing, samples and other confidential or proprietary information solely for the purpose of performing the applicable Order and shall not disclose such information except as necessary for performance or as authorized by AFR in writing.

AFR retains ownership of AFR-furnished drawings, specifications, designs and other proprietary materials. Upon request, Seller shall return or destroy such materials, subject to applicable legal record-retention requirements. Seller shall not publicly use AFR's name, trademarks, logos or business relationship without AFR's prior written consent.

14. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign the Order or materially subcontract its obligations in a manner that could affect the manufacture, quality or supply of the Goods without AFR's prior written consent. Any approved assignment or subcontracting does not relieve Seller of its obligations to AFR.

15. WAIVER; GOVERNING LAW

These Purchase Orders, terms and conditions, shall be governed by, interpreted and construed in accordance with the internal laws of the Commonwealth of Pennsylvania. The parties agree to the exclusive jurisdiction and venue in the state and federal courts of the Philadelphia County, Pennsylvania.