

BUSINESS, TRADE AND B2B ORDER TERMS AND CONDITIONS

Francis Lofts & Bunks — AdultBunkBeds.com

Operated by RPF Manufacturing Co. LLC

Effective Date: June 18, 2026

This Business, Trade and B2B Order Terms and Conditions (this “**Policy**”) governs all orders placed by businesses, trade partners, designers, contractors, resellers, hospitality operators, short-term rental owners or managers, organizations, institutions, and other non-consumer purchasers (each, a “**Trade Partner**,” “**you**,” or “**your**”) with RPF Manufacturing Co. LLC, doing business as Francis Lofts & Bunks (the “**Company**,” “**we**,” “**us**,” or “**our**”).

This Policy applies to orders placed through the Trade Partner Program, Program Orders (as defined below), volume and contract orders, project-priced orders, resale orders, and any order intended for commercial, institutional, hospitality, rental, project, or resale use. These terms apply in lieu of the Company’s standard consumer (direct-to-consumer) return policy. To the extent this Policy conflicts with the Company’s general Terms & Conditions, this Policy shall govern with respect to all business, trade, and B2B orders. By placing a business, trade, or B2B order, Trade Partner acknowledges that it has read, understood, and agreed to be bound by the terms and conditions set forth herein.

“**Program Orders**” means orders placed under tiered trade pricing or through B2B purchasing platforms, including, without limitation, Minoan and similar trade platforms.

1. Distinction Between B2B Orders and Direct-to-Consumer Policy

The Company's standard direct-to-consumer return and trial policy (available at <https://adultbunkbeds.com/terms>) does not apply to business, trade, or B2B orders. Such orders are treated differently because they may involve preferential or tiered pricing, commercial use, larger quantities, project-based purchasing, custom specifications, specialized freight planning, production scheduling, or resale and rental use. For the foregoing reasons, all business, trade, and B2B orders are final sale once accepted, except as expressly provided in this Policy with respect to verified manufacturing defects, verified shipping damage, missing components, incorrect items, or approved warranty claims.

2. Final Sale

All business, trade, and B2B orders are final sale once accepted. An order shall be deemed "accepted" upon the earlier of (a) the Company's written confirmation thereof or (b) the Company’s acceptance of payment. The twenty-four (24)-hour modification and cancellation window set forth in Section 3 constitutes the sole opportunity to modify or cancel an order following acceptance; upon the expiration of such window, the order shall be irrevocable and binding.

The Company does not accept returns, exchanges, or refunds for business, trade, or B2B orders except as expressly set forth in this Policy. No product may be returned without the Company's prior written authorization.

The final sale restriction applies, without limitation, to: (a) standard, custom, and made-to-order beds; (b) orders of two or more beds; (c) beds built to custom dimensions; (d) beds with mattresses, trundles, desks, curtains, fire poles, slides, stairs, ladders, guardrails, bedding, or other accessories; (e) stained or custom-finished items; (f) triple bunk beds; (g) project-priced, volume, and Program Orders; (h) hospitality, rental, institutional, and commercial-use orders; (i) resale orders; and (j) any item sold as final sale, clearance, sample, floor model, or "as-is."

3. Order Changes and Cancellations

3.1 Within Twenty-Four (24) Hours. Cancellation or modification requests must be submitted in writing to the Trade Partner's account representative or to support@francislofts.com within twenty-four (24) hours of order confirmation. A request shall be effective only upon the Company's written confirmation of approval.

3.2 After Twenty-Four (24) Hours. Upon the expiration of the twenty-four (24)-hour window, orders may not be changed or cancelled unless the Company approves an exception in writing.

If the Company approves a cancellation or modification after costs have been incurred, the Company may deduct or charge for nonrecoverable costs, including, without limitation: (a) payment-processing fees; (b) administrative, design, and engineering work; (c) materials and vendor items already ordered; (d) production labor; (e) customization or finishing; (f) packaging; (g) freight already incurred; and (h) storage or redelivery fees. Custom, project-priced, volume, phased, multi-property, and Program Orders are final sale once accepted, and payments associated therewith may be non-refundable once production, procurement, design, or project preparation has commenced.

3.3 After Shipment. Orders may not be cancelled after shipment. If a shipment is refused, redirected, stored, returned, or delayed by Trade Partner, Trade Partner's customer, receiving agent, property manager, installer, or end client, Trade Partner shall remain responsible for all related costs, including, without limitation: (a) original and return freight; (b) redelivery; (c) storage; (d) carrier accessorial and handling charges; (e) repackaging; (f) administrative costs; and (g) any loss or damage occurring after the carrier takes possession.

4. Defects, Shipping Damage, Missing or Incorrect Items

Notwithstanding the final sale nature of orders hereunder, the Company stands behind the quality of its products. For verified manufacturing defects, verified shipping damage, missing components, or incorrect items reported in accordance with this Policy, the Company may, in its sole and absolute discretion, elect one or more of the following remedies: (a) repair the item; (b) replace the affected component; (c) supply replacement parts; (d) provide technical support; (e) issue a credit; or (f) provide another commercially reasonable resolution. Such issues shall not

automatically entitle Trade Partner to a refund, cancellation, full-product replacement, or return of the balance of the order.

4.1 Inspection at Delivery. Trade Partner (or its receiving agent, property manager, installer, or end client) shall inspect every shipment at delivery, prior to the driver's departure and prior to signing the delivery receipt or proof of delivery. Any visible damage, missing cartons, or discrepancies shall be noted clearly on the carrier's delivery receipt or bill of lading. *Signing a clean delivery receipt may limit or preclude freight-damage remedies.*

4.2 Reporting Deadlines. Trade Partner shall report: (a) visible shipping damage or obvious shortages within forty-eight (48) hours of delivery; (b) concealed damage, missing parts, or incorrect components within five (5) business days of delivery; (c) manufacturing nonconformities discovered during assembly within five (5) business days of discovery; and (d) warranty claims within the applicable warranty period. Claims submitted after the foregoing deadlines may not be eligible for remediation, particularly where carrier documentation or timely inspection is required.

4.3 Required Documentation. Trade Partner shall submit claims to support@francislofts.com and shall include: (a) the order number; (b) a description of the issue; (c) clear photographs or video depicting the nonconformity; (d) photographs of packaging, pallet, cartons, and labels (for shipping damage claims); (e) the delivery receipt or proof of delivery; (f) the delivery date; and (g) whether the product has been assembled, moved, modified, repaired, or relocated. The Company may request additional information prior to determining a resolution.

4.4 Preservation of Evidence; Prohibition on Unauthorized Action. Trade Partner shall preserve all damaged items, cartons, packaging, pallet materials, labels, and delivery documentation until the claim is resolved. Trade Partner shall not return, repair, alter, dispose of, or replace any product or component without the Company's prior written authorization. Unauthorized actions shall not be reimbursed and may limit or void available remedies. The Company may deny or limit a claim where damage is caused or exacerbated after delivery by Trade Partner, its agents, installers, or end clients, or as a result of a missed appointment, refused delivery, improper storage, relocation, failure to inspect, failure to preserve packaging, or untimely reporting.

5. Returns and Return Authorization

Because orders placed hereunder are final sale, a return may be considered only where the Company confirms a manufacturing defect, shipping damage, missing component, incorrect item, approved warranty claim, or grants another exception in writing.

No product may be returned without the Company's prior written authorization and confirmed routing instructions. Unauthorized returns may be refused and shall not be eligible for refund, credit, replacement, or reimbursement.

Authorized returns must be sent solely to the location specified in the written authorization. Unless the Company instructs otherwise in writing, the current return address is:

RPF Manufacturing Co, LLC ATTN: Jeffie Voisard 236 Subler Dr Versailles, OH 45380

If an issue is confirmed to be attributable to the Company, the Company may provide or coordinate return freight, replacement parts, repair, remake, or another approved resolution. If a return is approved as a courtesy exception and is not attributable to the Company's error, Trade Partner shall be responsible for all return freight, packaging, insurance, and carrier fees, and a restocking, handling, or repackaging fee may apply. Original shipping, freight, in-home delivery (once performed or scheduled), rush, customization, design, project, and special-service fees are non-refundable.

Unless the Company approves otherwise in writing, returned products must be: (a) clean; (b) complete; (c) unmodified; (d) disassembled (if previously assembled); (e) free of damage not caused by the reported issue; (f) returned with all components and hardware; and (g) packaged for safe freight transport in accordance with the Company's instructions. Products that were modified, improperly assembled, damaged by third parties, used in unsuitable conditions, stored improperly, or damaged after delivery may not qualify for any remedy. Improperly packaged returns may be refused or subject to deductions for damage, missing items, repackaging, freight, or handling.

6. Refunds

Refunds shall be issued only when expressly approved by the Company in writing and, for authorized returns, only after the product has been received by the Company, inspected, and confirmed to meet the requirements of the applicable return authorization.

Approved refunds are typically initiated within five (5) to ten (10) business days of approval (or of inspection, for returns); posting to Trade Partner's account may require an additional three (3) to ten (10) business days depending on Trade Partner's bank or payment processor. Refunds shall normally be returned to the original payment method; if such method is unavailable, the Company may refund by check, ACH, store credit, or another commercially reasonable method.

Unless the Company states otherwise in writing, the following are non-refundable: (a) original shipping and freight; (b) in-home delivery once performed, scheduled, or incurred; (c) rush, customization, design, engineering, administrative, and project-pricing fees; (d) vendor items already ordered; (e) return freight; (f) storage, redelivery, and rescheduling fees; (g) carrier accessorial charges; (h) non-returned payment-processing fees; and (i) costs caused by inaccurate information, site conditions, missed appointments, customer changes, or refused or interrupted shipments.

7. Warranty

RPF Manufacturing Co. LLC warrants its beds and accessories shall be free from defects in material and workmanship for a period of two (2) years from the date of delivery (the "Warranty Period"). During the Warranty Period, a defective product shall be repaired or replaced at the Company's sole discretion and at no charge to Trade Partner. Repair or replacement shall be the

Trade Partner's sole and exclusive remedy under this Warranty. Warranty coverage shall not render a final-sale order returnable or refundable. The Company shall determine the appropriate warranty remedy following review of the claim.

7.1 Warranty Ownership. Coverage applies solely to the original approved Trade Partner, B2B purchaser, or project account associated with the order and shall not transfer to any subsequent owner, guest, renter, buyer, reseller, or end client unless the Company approves such transfer in writing. For rental, hospitality, commercial, institutional, resale, or managed-property orders, the original account holder shall be responsible for submitting warranty claims.

7.2 Exclusions. This warranty does not cover damage or issues caused by or arising from: (a) negligent handling, misuse, or abuse; (b) improper or third-party assembly; (c) failure to follow the Company's instructions; (d) customer-provided labor; (e) improper tools or installation; (f) unauthorized modification; (g) overloading beyond rated capacity; (h) outdoor use; (i) exposure to unsuitable humidity, sunlight, weather, or environmental conditions; (j) improper storage; (k) relocation after assembly; (l) lack of reasonable maintenance; (m) normal wear and tear; (n) damage caused by guests, tenants, contractors, cleaners, movers, installers, or other third parties; (o) site or building conditions; or (p) commercial use inconsistent with the product's intended purpose. This warranty does not cover products sold "as-is," clearance, second-hand, sample, or floor model items, or products altered after delivery.

Over time, aluminum finishes may change in appearance due to sunlight, artificial light, environmental conditions, and abrasive cleaners; such changes constitute natural characteristics and are not manufacturing defects. For wood products, natural variations in color, grain, texture, knots, and other growth characteristics are normal features of genuine wood and should be expected, as is gradual color change or fading from light and humidity; such characteristics are not manufacturing defects.

7.3 Submitting a Claim. Trade Partner shall submit warranty claims to support@francislofts.com and shall include: (a) the order number; (b) purchaser name; (c) product and configuration; (d) property address; (e) a description of the issue; (f) photographs or video; (g) photographs of part labels (if available); (h) dates of discovery, delivery, and assembly; (i) identification of the party that assembled the product; (j) whether the product has been moved, modified, or repaired; and (k) relevant use or maintenance information. The Company may request additional documentation.

7.4 Remedies and Parts Shipping. For a confirmed covered issue, the Company may, in its sole discretion: (a) provide a replacement part; (b) repair the product; (c) provide technical support; (d) supply a replacement component or product; (e) approve a credit; or (f) provide another commercially reasonable resolution, based on the nature of the issue, product status, parts availability, and whether the product can reasonably be repaired. The warranty does not guarantee a full replacement or refund unless the Company determines that such remedy is appropriate. The Company may cover standard shipping for replacement parts during the Warranty Period; expedited or special delivery, in-home delivery, assembly or third-party labor,

installation, and international shipping are not included unless the Company approves them in writing.

8. Disclaimer of Other Warranties

EXCEPT FOR THE LIMITED TWO (2)-YEAR WARRANTY EXPRESSLY SET FORTH IN SECTION 7, ALL PRODUCTS ARE PROVIDED "AS IS," AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR EXPAND THE SCOPE OF THE EXPRESS WARRANTY SET FORTH HEREIN.

Some jurisdictions do not permit the exclusion of certain implied warranties; accordingly, portions of the foregoing disclaimer may not apply to Trade Partner. To the extent an implied warranty cannot be disclaimed, such warranty is limited in duration to the two (2)-year express Warranty Period to the fullest extent permitted by applicable law.

9. Limited Remedy and Limitation of Liability

9.1 Sole and Exclusive Remedy. For verified manufacturing defects, shipping damage, missing parts, incorrect items, or approved warranty claims, Trade Partner's sole and exclusive remedies are, at the Company's sole discretion: (a) repair; (b) replacement part(s) or component(s); (c) replacement product; (d) technical support; (e) an approved credit; or (f) an approved refund as set forth in this Policy.

A damaged or defective part, carton, rail, ladder, stair, panel, post, guardrail, hardware pack, or accessory does not automatically entitle Trade Partner to return the full product, cancel the order, or receive a full refund or complete replacement. Full-product replacement, cancellation, return, or refund shall be considered only if the Company determines in writing that the issue cannot reasonably be resolved through repair, parts, component replacement, touch-up, technical support, or another partial resolution.

9.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, RPF MANUFACTURING CO. LLC, AND THEIR RESPECTIVE OWNERS, EMPLOYEES, AGENTS, MANUFACTURERS, VENDORS, CARRIERS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST RENTAL INCOME, LOST PROFITS OR REVENUE, LOST BUSINESS OR USE, CANCELLED RESERVATIONS, GUEST REFUNDS OR CONCESSIONS, OPENING, CONSTRUCTION, OR PROJECT DELAYS, CONTRACTOR, INSTALLER, DESIGNER, OR PROJECT-MANAGEMENT COSTS, SUBSTITUTE FURNITURE OR REPLACEMENT-RENTAL COSTS, REPUTATIONAL HARM, OR INTERNAL LABOR AND ADMINISTRATIVE TIME, ARISING OUT OF OR RELATING TO ANY ORDER,

PRODUCT, SHIPMENT, DELIVERY, DELAY, DEFECT, WARRANTY CLAIM, CANCELLATION, OR SERVICE ISSUE UNDER THIS POLICY.

IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID TO THE COMPANY FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

9.3 Essential Purpose. If any limited remedy set forth herein is found to fail of its essential purpose, the limitations and exclusions in this Section 9 shall nonetheless remain in full force and effect, and the Company's total liability shall remain capped at the amount paid for the product giving rise to the claim.

Nothing in this Policy shall be construed to exclude or limit liability that cannot be excluded or limited under applicable law.

10. Indemnification

To the fullest extent permitted by applicable law, Trade Partner shall defend, indemnify, and hold harmless the Company, RPF Manufacturing Co. LLC, and their respective owners, officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages, judgments, settlements, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs of investigation) arising out of or relating to: (a) Trade Partner's or its end client's use, assembly, installation, modification, supervision, maintenance, or resale of the products; (b) bodily injury or property damage occurring after delivery and not caused solely by a confirmed manufacturing defect for which the Company has accepted responsibility in writing; (c) Trade Partner's failure to follow assembly, capacity, or safety instructions; (d) Trade Partner's failure to communicate these terms or applicable safety information to its end clients, guests, tenants, or installers; or (e) Trade Partner's breach of this Policy or any representation made in connection herewith. The Company shall provide Trade Partner with prompt written notice of any claim for which indemnification is sought. Failure to provide such notice shall not relieve Trade Partner of its indemnification obligations. This Section 10 shall survive the completion, termination, or expiration of any order.

11. Risk of Loss, Title, and Shipping

Unless otherwise agreed by the Company in writing, all products are sold FOB Origin (shipping point): title to and risk of loss in the products shall pass to Trade Partner upon the Company's tender of the products to the carrier at the Company's facility. Thereafter, Trade Partner shall bear all risk of loss or damage during transit. Claims for loss or damage in transit are subject to the inspection, documentation, and reporting requirements set forth in Section 4.

Trade Partner is responsible for providing a complete, accurate, and accessible delivery address. The Company shall not be responsible for lost, delayed, returned, or misdelivered shipments caused by an incorrect, incomplete, or inaccessible address, and address-correction, redelivery, return, storage, and reshipment charges shall be borne by Trade Partner.

The Company reserves the right to assess additional freight charges for oversized or heavy shipments, shipments to remote or limited-access areas, deliveries requiring special equipment or additional labor, and other shipments requiring non-standard freight handling.

For parcel shipments (including, without limitation, accessories, hardware, bedding, replacement parts, or smaller items), the risk of theft or loss following the carrier's confirmation of delivery to the address provided shall transfer to Trade Partner. The Company shall not be responsible for theft following carrier confirmation of delivery. If a package is marked as delivered but cannot be located, Trade Partner shall: (a) check the delivery area and with neighbors, building staff, or mailroom; (b) review carrier proof of delivery; (c) open a missing-package investigation with the carrier; and (d) notify the Company promptly. The Company may assist with available carrier documentation but does not guarantee replacement or refund for packages confirmed as delivered.

Products, mattresses, bedding, accessories, hardware, and parts may ship separately and arrive on different dates through different carriers. A partial shipment does not entitle Trade Partner to cancel the balance of the order, refuse delivery, withhold payment, or request a refund unless the Company approves otherwise in writing.

12. Delivery, Assembly, and Third-Party Installers

Unless expressly approved by the Company in writing, white-glove delivery and assembly are not included. In-home delivery, when available, means transport of packaged products into an accessible room of choice; it does not include unboxing, assembly, installation, placement of assembled furniture, or packaging or debris removal unless expressly stated in writing. Trade Partner is responsible for arranging assembly and ensuring that the Company's assembly instructions are followed; the Company provides applicable instructions and instructional resources.

Trade Partner is solely responsible for selecting, hiring, supervising, and compensating any third-party assembler, installer, contractor, mover, or service provider. Such parties are not agents, employees, or subcontractors of the Company unless the Company states otherwise in writing. The Company shall not be responsible for damage, delay, injury, improper assembly or installation, missing-hardware claims, property damage, labor costs, guest credits, or warranty issues caused by third-party labor, customer-provided labor, failure to follow instructions, unauthorized modification, improper tools, or relocation of the product after assembly.

13. Site Readiness, Measurements, and Fit

Trade Partner is responsible for ensuring that the delivery site is complete, safe, accessible, and ready to receive the order, and for confirming room dimensions, ceiling height, doorway, hallway, stair, and elevator access, the delivery path, building restrictions, and product suitability prior to ordering. Orders are not returnable due to inaccurate measurements, insufficient space, access limitations, building restrictions, site conditions, or project changes. Additional charges may apply for storage, redelivery, failed delivery attempts, rescheduling, stairs, certificate-of-

insurance requirements, limited or remote access, special equipment, additional labor, construction delays, an unready job site, missed appointments, or incomplete delivery information.

14. Receiving Agents and End Clients

Trade Partner is responsible for ensuring that any receiving agent, warehouse, property manager, installer, contractor, or end client understands and complies with the delivery-inspection requirements set forth in this Policy. Delivery to Trade Partner's designated address, receiving agent, warehouse, property, installer, contractor, or representative shall be treated as delivery to Trade Partner. Failure by any such party to inspect, document damage, preserve packaging, or timely report issues may limit or void available remedies.

15. Product Specifications and Approval

Trade Partner is responsible for reviewing and approving all order details prior to acceptance, including, without limitation, model, dimensions, finish, configuration, ladder/stair and guardrail placement, accessories, delivery address, and shipping method. The Company is entitled to rely on the approved details as submitted.

Errors in measurements, specifications, configuration, finish, address, site access, or suitability that Trade Partner approves or provides shall not constitute grounds for cancellation, return, refund, exchange, remake, or warranty claim. Any change to an accepted order must be approved by the Company in writing.

16. Delays and Force Majeure

Production, shipping, delivery, and service dates are estimates only and shall not be binding unless the Company expressly agrees otherwise in writing. The Company shall not be responsible for delays caused by events outside the Company's reasonable control, including, without limitation: (a) carrier or vendor delays; (b) freight damage; (c) weather; (d) natural disasters; (e) labor or material shortages; (f) supply-chain disruptions; (g) equipment or power failures; (h) accidents; (i) governmental actions, orders, or regulations; (j) property-access or construction delays; or (k) customer-caused delays. Delays shall not entitle Trade Partner to cancel an accepted order, refuse delivery, withhold payment, receive a refund, or recover lost rental income, guest credits, lost profits, project-delay costs, or other indirect or consequential damages.

17. Payment Disputes, Back-Charges, and Chargebacks

Trade Partner may not withhold payment, offset amounts owed, impose deductions or back-charges, or charge labor, contractor, installer, or guest-credit costs against amounts owed to the Company unless the Company approves such deduction in writing. The Company shall not be responsible for unauthorized repairs, third-party labor, replacement furniture, guest concessions, lost revenue, or other costs incurred without the Company's prior written approval; any approved

credit, refund, replacement, or repair shall be handled pursuant to this Policy and confirmed in writing.

If Trade Partner disputes a charge, initiates a chargeback, reverses payment, or withholds payment after an order has been accepted, the Company may pause production, delay shipment, suspend the order or Trade Partner's trade privileges, or pursue collection. Trade Partner shall remain responsible for all approved orders, incurred costs, completed work, shipped products, and freight, storage, and redelivery charges.

If the Company must pursue collection, Trade Partner may be responsible for reasonable collection costs, attorneys' fees, and court costs to the extent permitted by applicable law.

18. Trade Account and Reseller Requirements

Trade pricing and the terms set forth herein are available to approved Trade Partners only. The Company may require a valid business license, resale or tax-exemption certificate, project documentation, or other documentation prior to approval, and the Company may re-verify accounts periodically.

Trade Partners reselling or placing products in commercial, hospitality, rental, or institutional settings are responsible for communicating applicable product, delivery, assembly, warranty, final-sale, and service terms to their end clients, customers, guests, property managers, contractors, and installers. The Company makes no warranty to end clients except as expressly stated in this Policy.

19. Commercial Use, Safety, and Compliance

Trade Partner is solely responsible for determining whether the products are appropriate for Trade Partner's intended commercial, hospitality, rental, resale, institutional, or project use, and for complying with all applicable property, building, safety, insurance, accessibility, code, and operational requirements. The Company does not assume responsibility for Trade Partner's property operations, rental business, guest experience or use, project timeline, contractor coordination, permitting, insurance compliance, supervision, code compliance, or site-specific safety practices.

20. No Third-Party Beneficiaries

This Policy is entered into solely between the Company and the approved Trade Partner or B2B purchaser. No end client, guest, renter, tenant, property manager, installer, contractor, designer's client, resale customer, or other third party is an intended beneficiary of this Policy unless the Company expressly agrees in writing. Trade Partner is responsible for communicating applicable terms to its end clients and related parties.

21. General Terms

21.1 Conflicting Terms. Any purchase order, vendor form, procurement document, or platform or customer terms submitted by Trade Partner that differ from, conflict with, or add to this Policy are hereby expressly rejected and shall be of no force or effect unless the Company expressly accepts them in a separate writing signed by an authorized representative of the Company. This Policy, together with the accepted quote, order confirmation, invoice, or written project agreement, constitutes the entire agreement between the parties with respect to the order and supersedes all prior and contemporaneous representations, understandings, negotiations, and agreements, whether oral or written.

21.2 Non-Waiver. A goodwill exception, courtesy credit, one-time return, part replacement, deadline extension, or other accommodation beyond what this Policy requires shall not constitute a waiver of the Company's right to enforce this Policy in the future, nor shall any course of dealing or course of performance create any such waiver. Any waiver must be in writing, signed by an authorized representative of the Company, and shall apply only to the specific order or issue identified therein.

21.3 Severability. If any provision of this Policy is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be limited or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

21.4 Assignment. Trade Partner may not assign, transfer, delegate, or subcontract its order or any of its rights or obligations under this Policy without the Company's prior written consent, which consent may be withheld in the Company's sole discretion. Any purported assignment or transfer in violation of this Section 21.4 shall be null and void. The Company may freely assign its rights and obligations hereunder to an affiliate, successor, or any third party without notice to or consent of Trade Partner.

21.5 Modifications. The Company reserves the right to revise this Policy at any time. The version of this Policy in effect at the time Trade Partner's order is confirmed shall govern that order, unless a separate written agreement approved by the Company states otherwise. An approved written quote, order confirmation, project agreement, or trade agreement may include additional or different terms applicable to a particular order.

21.6 Governing Law and Venue. This Policy and any order governed hereby shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict-of-law principles or any other principles that would require application of the laws of another jurisdiction. Any dispute, claim, or controversy arising out of or relating to this Policy, an order, a product, a shipment, a warranty claim, or payment shall be brought exclusively in the state or federal courts located in the State of Ohio, unless the Company agrees otherwise in writing, and Trade Partner hereby consents to the personal jurisdiction and venue of such courts and waives any objection based on inconvenient forum. In any action to enforce this Policy, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses to the extent permitted by applicable law.

22. Contact

To place an order, request a permitted modification or cancellation review, or report a defect, shipping damage, or missing or incorrect item, Trade Partner shall contact its account representative or:

RPF Manufacturing Co. LLC (Francis Lofts & Bunks)

Phone: (855) 873-4972

Email: support@francislofts.com

Trade Partner Program: <https://adultbunkbeds.com/partners>