

**TERMS:**

Unless otherwise specifically provided for on the Purchase Order, the purchase price for the Merchandise purchased hereunder (the "Purchase Price") shall be paid by Purchaser to Rune, LLC as follows: (i) a non-refundable deposit equal to 50% of the Purchase Price simultaneously with the execution of the Purchase Order; and (ii) the remaining 50% plus all applicable shipping and related charges prior to delivery of the Merchandise. Failure to pay balance within thirty (30) days of receipt of an invoice may result in additional fees for the storage of the Merchandise. In the event Client cancels an Order, Client will be liable for the entire Purchase Price and will promptly pay Rune, LLC within 15 days of receipt of an invoice therefor. Any amounts owed by Client to Rune, LLC that are not paid when due shall thereafter accrue interest at a rate equal to the lesser of 12% per annum or the highest amount permitted under applicable law. Such interest will be calculated based upon the number of days elapsed and a 365-day year. All overdue unpaid amounts received will be allocated first towards any accrued interest on past due amounts, and second to the amounts owed. Client agrees to indemnify Rune, LLC for all costs, including, without limitation, reasonable attorneys' fees, for the collection of any amount due hereunder.

Except as otherwise expressly provided herein, all payments hereunder shall be made in U.S. Dollars. In the case of sales outside the United States, the rate of exchange to be used in computing the Purchase Price in United States dollars due to Rune, LLC shall be calculated using the applicable exchange rates reported by the Bank of America on the date of the invoice, or if payment is made after 5 days of receipt of the invoice such other date subsequent to the date of the invoice and on or before the date of payment as determined by Rune, LLC in its sole and absolute discretion.

The cost of installation of the Merchandise is not included in the Purchase Price unless otherwise agreed to by the parties in writing. Client is responsible for all shipping and delivery costs and all shipping fees will include full insurance for damage and loss during shipping. Title and risk of loss shall pass to the Client upon delivery to the Client.

Client shall pay all sales, use, property and excise, and other taxes, duties or tariffs hereafter imposed in connection with the purchase and delivery of the Merchandise.

All lead times are approximate and are not meant to be guarantees of completion or delivery dates.

Any changes to a Purchase Order must be requested by Client in writing and Client must agree to pay any additional costs associated with such changes prior to Rune, LLC acceptance of any change order.

Rune, LLC will use good faith efforts to deliver Merchandise to Client's specifications as listed in approved Purchase Order; however, in the case of Merchandise made by hand or with natural materials, some natural variation will occur from piece to piece. Any such variations are not considered defects and will not be eligible for refund and/or warranty claims. Any and all damages must be reported to Rune, LLC within twenty-four (24) hours of receipt of the Merchandise and must be accompanied by photographic documentation.

EXCEPT FOR THE ATTACHED WARRANTY, RUNE, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MERCHANDISE. AS TO RUNE, LLC, CLIENT BUYS THE MERCHANDISE "AS IS".

IN NO EVENT SHALL RUNE, LLC OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, OWNERS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY

MERCHANDISE DISCUSSED, ORDERED, PURCHASED OR OBTAINED, DIRECTLY OR INDIRECTLY, THROUGH RUNE, LLC IN EACH CASE EVEN IF RUNE, LLC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF RUNE, LLC OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, OWNERS OR AFFILIATES ARISING OUT OF RELATING TO THE MERCHANDISE EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1000).

Client will indemnify, defend and hold Rune, LLC, and its affiliates and subsidiaries, harmless from any losses, liabilities, claims, judgments or other expenses (including reasonable attorneys' fees), resulting from any breach of this Agreement.

This Agreement and the Terms and Conditions set forth on Rune, LLC's website represent the entire agreement between Client and Rune, LLC with respect to the subject matter hereof and supersede any prior agreements, whether written or oral. This Agreement may not be modified except by a written statement signed by both of the parties hereto. No failure to delay by either party hereto to exercise any right, power or privilege provided under the Agreement or by applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof of the exercise of any other right, power or privilege. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, Rune, LLC may assign this Agreement, without any action on the part of the Client, in connection with any sale or transfer of Rune, LLC's business (whether by an asset sale, merger or equity sale). Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles. The parties agree that any state court located in the County of Nassau, State of New York, shall have exclusive jurisdiction in connection with any dispute arising out of this Agreement. The prevailing party in any proceeding relating to this Agreement shall be entitled to reimbursement of all its costs and expenses including, but not limited to, reasonable attorney's fees and costs.

Rune, LLC shall not be liable for any failure to perform or delay in performance due hereunder as a result of any event beyond its control including, but not limited to, natural disasters, acts of God, governmental actions, strikes, wars, terrorist actions, failure of communication lines or Internet service, etc.

**MANUFACTURER'S WARRANTY:**

Manufacturer warrants the Merchandise for a period of two (2) years from the date of receipt by the Client against defects in material and workmanship in normal use under the conditions for which they were intended. This warranty does not apply to defect resulting from improper use or care (including from unauthorized or improper installation), or from unauthorized alteration. Some variation in color and texture of wood, metal and natural finishes are a natural occurrence and should not be considered a defect. For any Products that are made by hand from leather, it is agreed that leather is a natural material and the precise color of the Products varies from product to product. Leather products may be further affected by air humidity, natural ageing of the constituent materials and the site chosen for such so the color of such products may change over time. As a result of the use of natural non-treated high quality leathers, wrinkles of the leather may occur and such products may vary in shade from hide to hide and between dye lots. Such occurrences are inherent in leather products and are not to be treated as defects in the design, material or workmanship.