

## National Office Furniture, Inc. Terms & Conditions

1. No terms and conditions other than those included herein shall be binding on Seller unless accepted in writing by Seller. If an order is placed pursuant to any contract held by Seller, such as GSA's Multiple Award Schedule, a Group Purchasing Organization, a State or Local government contract, a Cooperative Purchasing Agreement, or any other such contract, no terms and conditions in addition to those in Seller's contract apply unless accepted in writing by Seller.
2. Seller's warranty on goods sold shall be the warranty published by Seller as of the sale date and available at [www.NationalOfficeFurniture.com](http://www.NationalOfficeFurniture.com) or available either by contacting Seller at [Service@NationalOfficeFurniture.com](mailto:Service@NationalOfficeFurniture.com) or by calling Seller's Customer Service at 800.482.1717. Other than Seller's published Warranty relating to goods sold by Seller, there are no other warranties expressed or implied. ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SELLER NOR ANY OTHER COMPANY AFFILIATED WITH SELLER, WILL BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES (INCLUDING ANY CLAIM FOR LIQUIDATED DAMAGES OR LOST PROFITS) RELATED TO THE FURNISHING OR ANY FAILURE OR DELAY IN THE FURNISHING OF ANY GOOD OR SERVICE, OR THE SUBSEQUENT USE OR PERFORMANCE THEREOF, PROVIDED UNDER THIS AGREEMENT. SELLER'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE. During the warranty period, Seller will repair or replace, at its option, any defective goods that Purchaser returns to Seller and that Seller has verified as defective.
3. Terms and conditions not specifically stated herein shall be governed by the Uniform Commercial Code as adopted in the State of Indiana. To the extent permitted by law, this agreement shall be governed by the laws of the State of Indiana, USA, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation hereof to the substantive law of another jurisdiction. The parties hereto acknowledge and agree that the United Nations Convention on the Sale of Goods does not apply to this agreement. Further, any legal action involving a dispute or claim arising hereunder shall be brought and maintained by Purchaser only in either the State courts located in Dubois County, Indiana, USA, or, as appropriate, the Federal District Court for the Southern District of Indiana located in Evansville, Indiana, USA. The parties hereto consent and agree to the personal jurisdiction and venue of said courts.
4. These terms and conditions together with material explicitly incorporated herein by reference sets forth the entire and only agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings or proposals whether written or oral, between the parties.
5. No waiver of a breach of any provision of these terms and conditions shall constitute a waiver of any other breach or waiver of such provision. Furthermore, if any term or provision is adjudged to be invalid or illegal or is stricken by a court of law or equity, the remaining terms and provisions shall continue in force. Any cause of action arising from this agreement or breach of it, must be commenced by Purchaser within one year after the cause of action arises.
6. Fulfillment of an order from Purchaser is contingent upon the availability of materials. Seller shall not be liable for any delay or for non-delivery caused by the occurrence of any contingency beyond the control of either the Seller or suppliers to the Seller. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers. If there is a delay in completion of shipment of an order due to any change requested by the Purchaser or delay on Purchaser's part in furnishing information, payment or required material, the price agreed upon at the time of acceptance of the order is subject to change and the Seller will incur no liability as a result.
7. Any material that is specified to be furnished by the Purchaser must meet mutually agreed upon specifications, arrival schedules, and quality standards, and be insured by the Purchaser. Seller shall not be held liable due to delays caused by materials that fail to meet the above provisions. If tooling and/or special equipment is required for the manufacture or supply of the goods covered by this acknowledgement, Purchaser will supply same or shall reimburse the Seller for his costs in providing such. Purchaser shall be responsible for insuring same against any loss or harm.
8. To the extent that Purchaser or a third party on behalf of Purchaser provides designs, specifications, drawings, or descriptions which are used by Seller to make the goods, Purchaser agrees to hold the Seller harmless and defend and indemnify Seller against any losses, costs, expenses (including attorneys' fees), fines, damages, injuries, judgements, proceedings and/or causes of action brought against Seller for (a) any patent, trademark and/or copyright infringement with respect to the product designs, specifications, drawings and descriptions as specified by the Purchaser, (b) any defect or inadequacy concerning the designs, specifications, drawings and descriptions supplied by Purchaser, and (c) any defective material supplied by Purchaser and/or any vendor approved by Purchaser.
9. Seller complies with all federal, state and local laws, rules, and regulations applicable to this transaction and the goods to be purchased hereunder. More specifically, Seller abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. To the extent not exempt, Seller complies with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance Programs, Equal Employment Opportunity Commission and Department of Labor are hereby incorporated by reference.
10. Any knowledge or information which the Purchaser shall have disclosed or may hereafter disclose to the Seller, and which in any way relates to the goods or services supplied by Seller, shall not, unless otherwise specifically agreed to in writing by the Seller, be deemed to be confidential or proprietary information, and shall be acquired by the Seller, free from any restriction, as part of the consideration for the order.
11. Unless otherwise agreed by Seller, if Purchaser either terminates or makes changes in the quantities or delivery dates in an accepted order, Purchaser will reimburse Seller for all cancellation or storage charges incurred by Seller because of Purchaser's action. As part of this reimbursement, Purchaser will purchase from Seller, at Seller's cost, all material purchased and received by Seller and/or ordered by Seller within Seller's suppliers' lead times plus four (4) weeks. Charges may also include the following: (a) work in process and finished goods; (b) Seller's supplier-imposed minimum purchase amounts of material; and (c) material that is purchased or ordered from Seller's suppliers on a non-returnable, non-cancelable, and/or non-returnable basis.

12. Purchaser shall be deemed to have accepted any shipment of goods upon delivery, unless (a) such shipment of goods fails to substantially conform with an accepted order and (b) within five (5) days of receipt of the goods the Purchaser inspects the goods and notifies Seller in writing of Purchaser's intent to reject the goods. To be effective, any notice of rejection must include a detailed explanation of Purchaser's basis for rejecting the goods. In the event goods are rejected, Seller shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of the rejected goods. Purchaser shall set aside, protect and hold, at its expense, such rejected goods without further processing until Seller has inspected and/or advised Purchaser of the disposition, if any, to be made of such rejected goods. In no event shall any rejected goods be returned, reworked or scrapped by the Purchaser without the express written authorization of the Seller.
13. In addition to any other rights described herein, in the event Purchaser breaches any of these terms and conditions (including its obligation to make payment in a timely manner, which is an essential term), Seller may, without any liability to Purchaser and upon written notice, terminate all or any part of this or any other accepted order of the Purchaser.
14. If, in the Seller's judgement, the financial condition of the Purchaser at the time the goods are ready for shipment does not justify the terms specified, the Seller reserves the right to change these terms or to require full or partial payment in advance. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Purchaser or other grounds for insecurity warrant such action. All sales are subject to the approval of Seller's credit department.
15. Delivery is CPT one contiguous U.S. location, one Canadian destination or one port of exit (Incoterms 2010). Any alternative delivery term requires Seller's agreement in writing. Unless delivery is made by a carrier selected and paid for by Seller, delivery shall occur, and risk of loss shall pass to Purchaser, upon delivery of the material to the carrier at the point of shipment from Seller's dock, and any claim by Purchaser for loss or damage in transit shall be against the carrier only.
16. Seller shall provide an estimated ship date based upon current and anticipated engineering and manufacturing capabilities. If there is any delay in the ship date due to circumstances beyond the reasonable control of Seller, Seller reserves the right to adjust the ship date. Seller assumes no liability for any loss or damage, and specifically disclaims any liability for consequential, incidental or other indirect damages (including liquidated damages or lost profits) due to any delays in shipment regardless of the reason for such delay.
17. Prices are exclusive of taxes and remain subject to increase depending on such variables as may be beyond the control of Seller, including but not limited to, any Purchaser change order accepted by Seller, changes in general market conditions prior to Seller's acknowledgment of an order increasing Seller's costs, any delay caused by Purchaser, and any additional or special procedure or practice required by Purchaser. If there are any material price increases due to market volatility, allocation, or other circumstances beyond the reasonable control of Seller, Seller reserves the right to pass any such increase along to the Purchaser.