Terms Conditions Rights and Warranties

Updated February 27, 2015

PRODUCT PRICING

ALL PRICES LISTED IN KI PRICE LISTS ARE FREIGHT EXCLUDED OR DELIVERED PRICING.

KI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time KI receives a complete order from Customer unless: Customer and KI have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after KI's receipt of Customer's order (in which case KI shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date). The most current KI price lists are maintained electronically and can be found at www.ki.com/pricelists

Any discounts are ineffective if, as a result of the discounts, the final selling price of any product offered in a KI quote would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration (GSA). If the final selling price for any KI product in a quote would be below KI's price to GSA, KI will offer that product at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

FREIGHT AND DELIVERY Freight Terms

KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Contact KI for quote.

Requests for Specific Delivery Time(s)

KI considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. KI may, in its sole discretion, extend to Customer the option of a carrierguaranteed set delivery time at an additional cost to Customer. KI's liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned guaranteed set delivery

Accessorial Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

- A need for special delivery equipment, including lift gates
- 2. Inside delivery
- 3. The absence of a loading dock
- 4. Redirection or re-consignment of product
- 5. Detention charges
- 6. Street unloads
- 7. Improper refusal of product

Storage of Product

If, following KI's acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

- 1. Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
- 2. Full trailer: \$60.00 per day per trailer.

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.

Split Deliveries

Orders can be split shipped (including C.O.M. as it arrives) only with faxed or written authorization.

Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer. CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

PAYMENT TERMS Net Thirty Days

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less.

Leasing Provisions

KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.

Custom Deposits

Customer may be required to pay a deposit for the purchase of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

New Accounts

New accounts require the approval of a KI sales representative, credit references, and a valid tax-exempt or resale certificate (where applicable).

Security Interest in Products

KI shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to KI all products subject to this security interest in the event Customer defaults on Customer's payment obligations to KI.

Collection Costs

In the event Customer defaults on Customer's payment obligations to KI, and KI employs the

services of an attorney or collection agency to enforce these obligations, Customer shall reimburse KI for all of KI's actual collection costs and expenses (including actual attorneys' fees and court costs) upon demand.

ORDER PROCESS Requirements of a Valid and Complete Purchase Order

In order to submit a valid and complete purchase order to KI, Customer must provide KI with the following information.

 If you are purchasing directly from KI the purchase order must be issued to KI or KI c/o the dealer with this address:

> KI 1330 Bellevue Street Green Bay, WI 54302

- 2. The following items must be included on all purchase orders:
- Sold To/Bill To Information: complete legal name, address, telephone number and fax number
- Ship To Information: complete legal name, address, contact name, contact phone number
- Purchase Order Number: a customerspecific identifier, typically a sequential purchase order number or requisition number
- Issue Date: date the purchase order was issued
- Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
- Purchase Order Total: total of all items and services included on the purchase order
- Authorization: signature of authorized purchasing agent or buying entity
- Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Compléte model number, including all finish and option information (by line item)
- Net purchase price (by line item)
- Extended net purchase price (all line items)
- Any additional applicable charges (ex: installation and/or delivery charges)
- Contract name and/or number if pricing is based on a contract reference
- 3. Signatures on a quote or a worksheet will NOT be accepted as a purchase order.
- In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call I-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI.

Acknowledgements

KI sends acknowledgements on all orders. Please read these acknowledgements and contact KI immediately if there is any discrepancy. In the event of any difference or inconsistency between KI's acknowledgement and Customer's purchase order, KI's acknowledgement will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgement must be reported to KI in writing within three (3) working days of acknowledgement date. All acknowledgements contain an estimated delivery date, but an order may ship earlier than

the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before ___ [date] __" on Customer's purchase order.

Fax or Email Orders

Orders may be sent to KI via facsimile (I-800-405-2264) or via email (order.entry@ki.com) SIF Files: If you have a fully optioned SIF file, submit one email containing the purchase order, fully optioned SIF file and any supporting quotes.. If, following submission of an order to KI, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax (or email)." KI will not be responsible for any duplicate orders caused by unmarked hard copy, duplicative confirming orders, or orders submitted more than once.

Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed within a minimum of twenty (20) days prior to expected delivery date as acknowledged. Products with custom options or veneer tops cannot be cancelled or returned.

Quick Ship Program

Quick Ship Program (QSP) leadtimes begin upon receipt of clearly marked and complete purchase order and approval by KI credit department. The QSP purchase order must be accompanied by the QSP purchase order cover sheet. Orders will only be processed as Quick Ship if all items on the order are included in the Quick Ship program. Quick Ship orders cannot be revised, cancelled, or returned. It is KI's intention to ship all QSP products within a period of 10 working days or less. Based on production capacity, KI reserves the right to cancel the Quick Ship Program without notice.



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C.O.M. FABRIC REQUIREMENTS

Fabrics to be supplied by Customer must be approved by KI for upholster-ability and flammability prior to acceptance of Customer's purchase order. Customer shall submit to KI a one (1)-foot square sample swatch with Customer's purchase order. Following KI's approval of Customer's fabric, Customer must contact KI for exact production yardage requirements (1-800-454-9796, ext. 2707). Thereafter, Customer shall ship its fabric to the appropriate manufacturing facilities below. When supplying Customers own materials, it is the responsibility of the Customer to ship the materials to the correct KI manufacturing facility (as stated on the product pricing pages of KI price lists or on ki.com). Failure to ship the materials to the correct KI manufacturing facility will result in additional charges to the Customer for re-delivery of Customer's own materials to the correct KI manufacturing

For products shipped from Green Bay, WI facility, ship material to: KI Green Bay Attn: C.O.M. Storage 1687 Westminster Drive - Gate 3 Green Bay, WI 54302

For products shipped from Manitowoc, WI facility, ship material to: KI Manitowoc Attn: C.O.M. Storage 1400 S. 41st St. Manitowoc, WI 54220

For products shipped from Pembroke, Ontario facility, ship material to: KI Pembroke Attn: C.O.M. Storage Pembroke, Ontario K8A6X7

For products shipped from Bonduel, WI facility, ship material to: KI Bonduel Attn: C.O.M. Storage 204 West South St. Bonduel, WI 54107

For products shipped fromTupelo, MS facility, ship material to: KI Tupelo Attn: C.O.M. Storage 2112 South Green St.

Tupelo, MS 38804

For products shipped from High Point, NC facility, ship material to:
KI-HN

Attn: C.O.M. Storage 217 Feld Avenue High Point, NC 27263

For products shipped from Ontario, CA facility, ship material to: $\ensuremath{\mathsf{KI}}$

Impress/Kismet
III0 S. Mildred Ave.
Ontario, CA 91761

TITLE, RISK OF LOSS, AND DAMAGE OR SHORTAGE CLAIMS

Title and Risk of Loss

Title to product shall pass to Customer upon delivery by KI to the carrier. For purposes of risk of loss, all shipments are "F.O.B. Origin"; and Customer acknowledges that, once KI delivers the product to the carrier, risk of loss shall pass to Customer. If you receive product that is freight damaged, the following steps must be taken:

- Before signing for the merchandise, make careful notation of all damages on the bill of lading or delivery receipt.
- Immediately file a claim with the delivery carrier. Request an inspection by the carrier agent.
- 3. The claim must be filed within fifteen (15) days of receipt of goods.
- Retain all shipping cartons for inspection by the carrier agent. For concealed damages follow steps 2 through 4.

Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave KI's manufacturing facilities in good condition. Customer shall be responsible to carefully inspect all product upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the bill of lading. Notification of damage discovered after delivery must be given to the carrier within fifteen (15) days immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging. KI shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against

Shortage Claims

Customer must report shortage claims to KI within ten (10) days immediately following delivery. Shortage claims reported after ten (10) days after delivery will not be honored.

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

CODE & FLAMMABILITY STANDARDS COMPLIANCE

Seating

- California Technical Bulletin I 17. All seating products manufactured by KI meet or exceed the standards set forth in California Technical Bulletin I 17 and are labeled accordingly.
- 2. California Technical Bulletin 133. KI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and leadtimes, which vary between products.

Panel:

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact KI for the current list of fabrics that are acceptable for use.

Style and Fabric Availability

Many styles can be manufactured to comply with TB133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to KI for approval. *Certain C.O.M. materials may require a sample burn test for certification. A sample product will be built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

Pricing

TB133 requires special construction procedures, and an upcharge applies to each product ordered as such.

General Information

Specifications, test procedures and requirements pertaining to flammability regulations can change. KI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/leathers, or upcharges associated with any of the above or any other flame specifications.

MISCELLANEOUS Weights and Dimensions

All weights and dimensions listed in KI's price or product listings are approximate.

Statute of Limitations

Except as specifically set forth in these Terms, Conditions, Rights and Warranties, no claim arising out of or in connection with products purchased from KI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any KI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accounted

Jurisdiction and Venue

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from KI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms, Conditions, Rights and Warranties or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these

Notification to KI

Except as set forth elsewhere in these Terms, Conditions, Rights and Warranties, all inquiries and correspondence to KI should be directed to:

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1330 Bellevue Street P.O. Box 8100 Green Bay, WI 54308-8100 Phone: 1-800-424-2432

Force Majeure

KI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, KI reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

Product Warranties

These Terms, Conditions, Rights and Warranties may change from time to time. Purchases of products from II shall be subject to KI's then current Terms, Conditions, Rights and Warranties which can be found at: www.ki.com/terms



RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured after May 31, 1997 and manufactured and/or distributed from a manufacturing site in North America (U.S., Canada, Mexico.) This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use (e.g. site furnishings in miscellaneous).

This warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warranty the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Modification to U.L. Listed products eliminates the listing.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

KI will not be liable for consequential, economic, or incidental damages arising from any product defect. International Warranties may differ.

PRODUCT LINE

PRODUCT LINE	WARRANTY*
Architectural Walls Genius Wall and Lightline including wood door leaves (exceptions veneer wrapped parts, wall coverings, and mechanical parts such a sliding door mechanisms, and brackets used to hang or accommod product) Genius Wall - wood veneer wrapped parts, wood veneer panel factor of the coverings Third Party Supplied Product (such as door hardware, film, and slic mechanisms) Genius and Lightline Non-Obsolescence - components and parts, exception of third party supplied product (such as wall coverings, ghardware) are guaranteed to be compatible and available for purch from the date of the original order	is door hardware, late non-KI I 0 Years res/shells 5 Years I Year ding door Supplier Warranty with the lass, and door
Classroom Furniture 360 Degree, Intellect, Intellect Wave, Ivy League, Learn2 (except lift lid and worksurface supports) Learn2 worksurface support and mechanisms Intellect Activity Tables Ivy League lift lid supports	15 Years 12 years 10 years 5 Years
Casegoods Casegoods - Aristotle, Dante, Darwin, (structural integrity only) Casegoods - Dante Membrane Press Top	Lifetime 5 Years
Desking (also see Tables) True, WorkZone, and 700 Series Desk Adjustable WorkZone and Genesis	Lifetime 10 Years

I RODUCI LINL	WAIMANTI
Files & Storage 700 Series, All Terrain Storage, Connection Zone storage, U-Series (except drawer/door slides) Files & Storage - drawer/door slides Connection Zone storage and U-Series moving/wearing parts	Lifetime 10 Years 5 Years
Fixed Seating	
 Auditorium Seating - Concerto, and Lancaster (except tablet arms) Auditorium Seating - Extol (except tablet arms and wood component) Auditorium Seating - tablet arms Wharton Lectern Fixed Seating - Jury Base, Single Pedestal, Sequence, Sequence HD, Seminar, and University (except spring & bushings) Fixed Seating - Jury Base slide mechanism Fixed Seating - springs and bushings Spectator Seating - Hi5 beams and uprights Spectator Seating - Hi5 plastic components 	10 Years ts) 15 Years 5 Years 10 Years 10 Years 5 Years 1 Year 10 Years 5 Years
Residence Hall Furniture • Residence Hall - RoomScape	15 Years
Residence Hall - RoomScape mattresses	5 years
Library Furniture Library Furniture - Crossroads	15 Years
Panel Systems All Terrain, System 3000, Unite and Wireworks (except Balance Overheads and Electrical Products) Balance Overheads and electrical products	Lifetime 10 Years

WARRANTY*

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The following products are discontinued. Please contact KI customer service to verify warranty status. 1-800-424-2432

360 Wood shell	lvey
6000 Series chairs	Ivy League IL50 Laminate Top Desk
700 Series Folding Chair with tablet arm	Ivy League Max, Plus
734G (Ganging versions)	Lido Lounge Seating
ADD Companion, Tandem, Raphael	Lola Lounge Seating
ADD Stacker	Madison
Allude	MI6
Amadeus Collection	Neena Lounge Seating
Archive	Next Connect Electrical System
Aria	Olympia
Aston Guest Chair	On Task
Bonn	Piretti 2000
Bruen	Piretti Stack on Fixed Seating
Canaan	Pomfret Lounge Seating and Guest Chair
Connect Electrical System	PowerComm
Dance	Premier 72" Round Table
DaVinci	Premier Folding Bench
Daybed	Prosper
Daylight	Quatro Guest Chair
Delsanti Casegoods	Sapphire/Precedence
Dorsal Student Desk	Seneca
DuraMesh Folding Chair	SmartTouch Files (900 Series)
Durastack	Soltice Folding Chair
E Series Storage	Sterling
Eden	Sustain
Ess	SystemsWall
Essex	Trendmaster
Flexible Workspace	Velo
Glimmer Stack and Task	Vertebra Institutional
Grand Salon Lounge Seating and Bench	Warren
Hancock Bench	Xclaim
Impulse	Zylo
Intellect Compact Double-Entry Desk Intellect Hard Plastic Chair	

Intellect Two-Student Table