

#### TERMS AND CONDITIONS OF SALE

The following terms and conditions govern all sales of Middle Atlantic Products, Inc. ("Seller") products and materials (collectively, "Products") whether made pursuant to oral or written orders to its representatives, salespersons, or the home office in Fairfield, NJ. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agree to all of the terms and conditions expressed herein. These terms and conditions will govern unless Buyer notifies Seller of their unacceptability within five (5) days from the receipt of these terms and conditions. Buyer's failure to object to these terms and conditions within five (5) days, or acceptance of delivery by Buyer, will constitute Buyer's assent to said terms and conditions. These terms and conditions represent the final and complete agreement of the parties, and no terms or conditions in any way modifying or changing the provisions stated herein, including usage of the trade and course of dealing or performance, shall be binding upon Seller unless made in writing and signed and approved by an authorized person at the home office of Seller. No modification of any of these terms shall be affected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions additional to or different from the terms herein, and any terms or conditions proposed by Buyer that add to, vary from, or conflict with the terms herein are hereby rejected.

1. **TAXES:** Buyer is responsible for the payment of all applicable local, state, and federal sales or use taxes, whether or not invoiced, unless Buyer has provided Seller with a valid exemption number or certificate.
2. **PRICES:** All prices are subject to change without notice. The current price list in effect at the time of delivery supersedes and cancels all previous prices.
3. **TERMS OF PAYMENT:** Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements or orders with Buyer in the event Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any amount owed to Seller is not paid when due, it shall bear interest, at a rate of 1.5% per month, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Products theretofore delivered.
4. **SECURITY INTEREST:** Seller retains a purchase money security interest under the Uniform Commercial Code as enacted in the State of New Jersey in the Products until payment in full has been made. In the event of default by Buyer under this Agreement, Seller shall have all the rights and remedies of a secured creditor under the Illinois U.C.C. provisions. Buyer agrees to execute financing statements and other documents as Seller may request in order to perfect Seller's security interest.
5. **SHIPMENT AND DELIVERY; PACKAGING:**
  - (a) The estimated shipping date is based on production time required to process the order commencing with the date the order is received by Seller. While Seller will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Deliveries are made F.O.B. Seller's shipping point. Shipments are made by common carrier. Seller reserves the right to select the mode of transportation and routing of all shipments and/or shippers reasonable service charges. All shipments will be made on a prepaid and add to invoice basis and are subject to the provisions of applicable carrier tariffs unless Buyer's carrier account number is specified on purchase order. Except as provided in this Section, Seller shall not be responsible for any other costs or expenses related to the transportation, importation, or exportation of the Products to or from the United States. Buyer shall keep readily-available shipment records with tracking numbers for at least one hundred eighty (180) days from date of invoice, including any materials reasonably necessary for import/export compliance.
  - (b) Risk of loss or damage to the Products shall pass to Buyer at the point of shipment. Buyer shall be responsible for insuring such shipments in amounts reasonably acceptable to Seller. If a Product is lost or damaged in transit and Buyer notifies Seller within twenty-four (24) hours after receipt of the Product, Seller shall file a claim with the carrier on Buyer's behalf. If Buyer does not notify Seller's Returns Group at 866-266-5064 within twenty-four (24) hours after receipt (or, in the case of lost Products, within twenty-four (24) hours after the time the Products should have been received), Buyer shall be responsible for the filing of all claims and will be responsible for payment of the original invoice and any replacement charges.
  - (c) Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions. If the shipment of the Products is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Shipments will be made in standard units.
  - (d) The Products shall be packaged and shipped in accordance with all environmental, health and safety laws, including, but not limited to, the Hazardous Materials Transportation Act of 1975, as amended.
6. **LIMITED WARRANTY; LIMITATION OF REMEDY:** Subject to the limitations on remedies set forth below, Seller warrants to the end-user of the Products that the Products manufactured by Seller will be free from defects in material or workmanship under normal use and regular service and maintenance for the applicable warranty period, which period begins on the date of delivery to the carrier by Seller. The applicable warranty period for your Product can be found in Appendix A. Determination of the suitability of the Products for the use contemplated by the end-user is the sole responsibility of the end-user, and Seller shall have no responsibility in connection with such suitability. The warranty set forth in this paragraph is Seller's sole warranty with respect to the Products. Buyer acknowledges and agrees that Seller is not liable for any representations and/or warranties that Buyer may have made or given to any customer or end-user of the Products. Buyer shall indemnify and hold Seller harmless from any claim of violation of any such representation or warranty asserted by any third party against Seller.

SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

Buyer agrees to examine and inspect the Products at once upon arrival at their destination, and if the Products fail to comply with the warranty provided hereunder, Buyer shall promptly give detailed written notice of such failure to Seller. Under no circumstances shall Buyer install damaged or defective Products if claims are to be made with respect to such Products. Any claim under this warranty shall conclusively be deemed waived and released by Buyer and the end-user unless for any defects discoverable upon inspection at the time of delivery, written notice of such defects is given to Seller within ninety (90) days after delivery of the Product. Seller's sole responsibility and the end-user's exclusive remedy under this warranty is limited to the repair or replacement of nonconforming Products or the refund of the amount of the purchase price paid by Buyer, at Seller's option, upon the return of any nonconforming Products to Seller at the end-user's expense.This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, Buyer's or a third party's negligence or intentional conduct, unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. Additional exclusions and limitations apply to furniture and other wood Products; see Appendix C for details. To the extent that Seller has relied upon any specifications, information, representations of operating conditions or other data supplied by Buyer or its agents to Seller in the design or manufacture of the Products, and/or in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.
7. **EXCUSE OF PERFORMANCE (FORCE MAJEURE):** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; terrorism or other criminal conduct or threats thereof; flood; weather; sabotage; strikes; or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders or actions; unavailability of or delays in utilities or transportation; default of suppliers; or unforeseen circumstances or any other events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the remainder of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Products, or to obtain material used directly or indirectly in the manufacture of the Products, is hindered, limited or made commercially impracticable, Seller may allocate its available supply of the Products or such material (without obligation to acquire other supplies of any such Products or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.
8. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of its cancellation charges which include, among other things, all costs and expenses incurred to cover commitments made by Seller, and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive. Orders for custom products are not subject to cancellation after production has started. See Appendix B.
9. **RETURNED MATERIAL:** PRODUCTS MAY NOT BE RETURNED WITHOUT SELLER'S PRIOR WRITTEN CONSENT. Request to return merchandise must be made by Buyer within ninety (90) days after receipt by calling Seller's Returns Group at 866-266-5064. A 15% restocking charge will apply to all returns except Products that are returned, at Seller's direction, pursuant to a warranty claim, or otherwise due to the error of Seller. Products that are not returned within sixty (60) days after the date of the return authorization shall be subject to additional restocking charges. Seller shall only consider return of Products in new and resalable condition. Returned Products must be in original packaging or shall be subject to an additional 25% re-packaging fee. All Furniture Products and all Custom Products are NON-RETURNABLE. See Appendix B.
10. **BACK ORDERS:** When a portion of an order cannot be shipped with the initial shipment and is back ordered for the convenience of Seller, the entire order shall be treated as a single shipment for the purpose of determining freight allowance. If a portion of an order is back ordered on instruction of Buyer, each shipment shall be considered individually for the purpose of determining freight allowance.
11. **CHANGES:** Seller reserves the right to change designs and specifications for the Products without prior notice to Buyer, except with respect to Products being made-to-order for Buyer. See Appendix B.
12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of Seller, and any such assignment, without such consent, shall be void.
13. **INSTALLATION:** Buyer shall be responsible for receiving, inspecting, testing, storing, installing, adjusting and maintaining all Products.
14. **USE OF MARKS:** No license is granted hereunder by either party to use its marks, trademarks, service marks, tradenames, or logos. Any such use, including without limitation use for publicity, marketing, client reference or other related purposes, must be explicitly permitted in a separate written license from the owner, executed by duly authorized representatives of both parties. All Products are sold under trademark and Buyer cannot alter, modify or infringe upon such trademark.
15. **LIMITATION ON LIABILITY:** IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY HEREUNDER OR IN CONNECTION WITH THE MANUFACTURE OR SALE OF THE PRODUCTS DESCRIBED HEREIN, WHETHER IN CONTRACT, IN TORT, FOR INFRINGEMENT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INDEMNIFICATION PROVISION(S) OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, ANY STATEMENT OF WORK OR PURCHASE ORDER OR THE SUBJECT MATTER THEREOF, REGARDLESS OF THE BASIS ON WHICH THE PARTY IS ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM) AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.
16. **ENVIRONMENTAL COMPLIANCE:** In the event representatives of the Buyer come onto the Seller's site:
  - a) Buyer is responsible for the care, control and management of its products, materials and wastes, including the proper off-site disposal of all waste materials in accordance with all applicable legal requirements.
  - b) Material Safety Data Sheets (MSDS) must be provided to Seller's Environmental Coordinator for all oils, lubricants, chemicals, cleaners, paints, or adhesives prior to being brought to site.
  - c) All liquid product or waste material must be stored in compatible and secure containers, adequately labeled with environmental and safety information, and remain covered at all times when not in use. All product and waste materials must be properly segregated.
  - d) Product or waste material must not be placed in drains, sumps or trenches or outside of the facility unless authorized in writing by Seller's Environmental Coordinator.
  - e) In the event of an environmental emergency, or incident pertaining to the transportation of goods to and from Seller's facility, Buyer shall immediately contact Seller's Environmental Coordinator and indicate:
    - What was spilled
    - Location of spill
    - Quantity spilled

f) Buyer shall obtain and comply with all applicable permits required by Seller, as well as by local, state and federal regulations.

g) Buyer must follow all appropriate environmental, health and safety rules and regulations while on Seller's property.

17. **IMPORT/EXPORT COMPLIANCE:** Buyer shall comply with the most current import and export control and sanctions laws, regulations and orders applicable at the time of any import, export, re-export, transfer or provision of Products. Without limiting the foregoing, Buyer shall be responsible for providing accurate and complete customs documentation to the extent required, and notwithstanding anything to the contrary Seller shall have the right to verify the completeness and accuracy of any such required documentation. Buyer shall indemnify Seller from and against any loss, damage or liability resulting from Buyer's failure to comply with the terms of this Section.

18. **GENERAL PROVISIONS:** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any

other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the State of New Jersey, without giving effect to its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the State where the Products involved in such actions were manufactured and the parties agree to submit to such jurisdiction.

**Appendix A**

Warranty		
Product Type	Sub-Category	Warranty Period
Sheet Metal, Aluminum, Plastic		Lifetime <sup>1</sup> plus one year
Casters		7 years
Slides, Lift Systems, Hinged Products, Products that Rotate		3 years
Lighting, Temperature, Cooling & Controlled Product		3 years
Glass Doors or Products containing LCD Screens		1 year
Wood Products <sup>2</sup>	Thermo-Laminate, Melamine	7 years
	High Pressure Laminate (HPL)	10 years
	Veneer	10 years
Power Products	Standard Rack Mount or Vertical Power	3 years
	Series Production	12 years
	UPS	3 years
	UPS - Batteries	2 years
	PowerCore, ISO Transformers	5 years
	Powered Cable Assemblies	3 years
	Unpowered Cable Assemblies	Lifetime
Wiremold		1 year
Discontinued Product		1 year following discontinuance <sup>3</sup>

**Appendix B**

CHANGE, CANCELAN AND RETURN POLICY				
Product Type	Time Frame	Change Fee	Cancellation Fee	Return Policy
Catalog Product	From receipt of PO # to day of shipment	No fee	No Fee	15% re-stock fee within 45 days. Subject to an additional 25% re-packaging fee
Furniture, Wood Products	Within 48 hours of receipt of PO#	No fee	No Fee	-
	After 48 hours of receipt of PO#	15% Of Retail	25% Of Retail	Cannot be returned
Custom Product	Within 48 hours of receipt of PO#	15% of Retail	Cannot be canceled	-
	After 48 hours of receipt of PO #	Cannot be changed	Cannot be canceled	Cannot be returned
Discontinued Product	-	-	-	1 year following discontinuance

**Appendix C**

**FURNITURE / WOOD PRODUCT LIMITATIONS: Use/Care**

Warranty is limited to normal single shift use

- Warranty is limited to generally accepted care and maintenance of natural wood products and environments
- Natural wood surfaces are subject to denting, scratching, and gauging if not properly used and cared for. Warranty is subject to use and care in accordance with the use and care instructions provided with product at time of shipment

**FURNITURE / WOOD PRODUCT WARRANTY EXCLUSIONS:**

- Damage identified as carrier or installer related
- Normal wear and tear of wood products during course of ownership
- Color, grain or texture of natural wood material, laminates, and other covering materials
- Damages or failures resulting from misuse, abuse, negligence, improper care, modifications, or relocations
- So-called "ghost" indentions and similar damage caused by the failure to use appropriate desk or writing pads

<sup>1</sup> "Lifetime" is defined as the period of time during which the Product is listed on the current MAP price list. Once it is no longer on the current MAP price list, the Product becomes a "Discontinued Product."

<sup>2</sup> See Appendix C

<sup>3</sup> If a Product is discontinued prior to the expiration of the original Limited Warranty period, the Limited Warranty will expire upon the earlier of the expiration of the original Limited Warranty Period or 1 year following discontinuance.