

These terms and conditions govern the sales of all Products and Services by Workplace Modular Systems, LLC. These terms and conditions constitute the entire agreement between the Buyer and Workplace. When terms and conditions are shown on Buyer's purchase order, it is understood that Workplace terms and conditions will take precedence.

1. Prices - Unless otherwise specified by Seller, Seller's price for the Products and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Products/Services. Prices for Products do not cover storing, installing, starting up or maintaining Products unless expressly stated in Seller's quotation. Prices are subject to change without notice or as per terms of quotation(s) issued by Seller. Any price changes or deviations will be confirmed prior to processing of Buyer's order. All prices are F.O.B. Shipping Point unless otherwise stated.

2. Payment - Payment may be made by check, money order, credit card, or wire transfer. Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice.

3. Limited Lifetime Warranty - Seller warrants Products manufactured will be free from defects in material and manufacture, under normal use and service for as long as Buyer retains ownership, possession, and control of the warranted product. The Limited Lifetime Warranty is provided only to the Buyer and is non-transferable. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. Products which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof. Seller's warranty does not apply to any Products which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. The Seller will determine if the defect is covered by the Limited Lifetime Warranty, then, as the Seller's sole responsibility and the Buyer's sole right and remedy, the Seller will (a) at Seller's option, either repair or replace the defective Warranted Product (or, if applicable, defective part), (b) return the repaired or replaced Warranted Product to Buyer at the Buyer's expense, and (c) issue to Buyer a credit for the reasonable shipping costs incurred by the Buyer in returning the defective Warranted Product to the Seller. The repaired or replaced Warranted Product will be covered by the Limited Lifetime Warranty in the same manner as the original Warranted Product that was purchased from the Seller.

4. Limitation of Liabilities - BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON (a) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

5. Delivery and Title Transfer - Shipments are F.O.B. from shipping point and will be shipped Collect. Pre-paid shipping can be provided as

an option if requested and agreed to prior to scheduling shipment. The Seller will select the most economical routing via commercial truck freight or express transportation, charges will be added to final invoice. All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. All products are shipped unassembled (requiring assembly) unless otherwise stated.

6. Acceptance and Returns - Shipments will be deemed to have been accepted by Buyer upon delivery of the said shipments to Buyer unless rejected upon receipt. Buyer shall perform all inspections and tests Buyer deems necessary as promptly as possible but in no event later than 7 days after delivery of product, at which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within 7 days after delivery. Buyer may not return Products without a Material Return Authorization ("MRA") number. MRA is valid for 90 days from date issued. Any product returned by Buyer due to Buyer's error may be subject to a restocking charge equivalent to 100% of the value of such Product as specified in Seller's invoice to Buyer.

7. Cancellation or Changes to orders - Orders cannot be canceled, terminated or modified, or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to conditions then agreed upon. Seller will determine, in its sole discretion, reasonable cancellation or order modification charges which shall include, but are not limited to, expenses already incurred for labor and material costs, restocking charges, storage costs, overhead, commitments made by Seller, and profit.

8. Performance - Seller shall not be held responsible for any delay in performance of any contract made on the basis of this document resulting in whole or in part from or made impossible or impracticable by any cause beyond the control of Seller, including, but not limited to, fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any source of supply to honor orders within time periods customarily or heretofore experienced by Seller in the trade, shortage or lack of material, fuel, power, transportation media, sale or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority, failure or refusal of any carrier or contractor of any contingency or delay or failure or cause beyond Seller's control.

9. Taxes - Any use tax, sales tax, excise tax, duty, inspection or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction shall be paid by the purchaser in addition to the prices quoted or invoiced. If Workplace Systems, Inc. is required to pay any such tax, fee, or charge, the amount will be added to the invoice. If a tax exemption applies, the Tax exempt certificate should be submitted at time of order.

10. Use of Products - Buyer shall indemnify Seller against all claims, losses, damage, or injury arising out of or related to the use of the Products, whether sold separately or incorporated into any of Buyer's products or services.

11. General Conditions - Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. There are no understandings, agreements or representations, expressed or implied, not specified in the Agreement. The Agreement is formed and shall be construed, performed and enforced under the laws of the State of New Hampshire.

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