

# Multiple Party Buying Agreement

## November 24, 2016



HON

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### GENERAL TERMS

1. **DEFINITIONS**
  - a. When used in this Agreement, the following terms shall have the meanings stated in this Section.
  - b. **"Installer"** means the local authorized dealer of The HON Company which is providing support services to the End User, as agreed to by the End User, Dealer and Installer, for Products purchased by the Dealer pursuant to any Purchase Order initiated by the End User.
  - c. **"Price Lists"** means the price lists for the United States, published by The HON Company, and amended from time to time, applicable to the Dealer.
  - d. **"Products"** means all office furniture and accessory products in the Price List.
  - e. **"Purchase Order"** means each purchase order submitted by the Dealer pursuant to a written request by the End User and accepted by The HON Company, regarding the purchase of Products pursuant to this Agreement. The Dealer may accept multiple purchase orders relative to one project and combine them into one purchase order for submission to The HON Company.
2. **PURCHASE ORDERS**
  - a. Each Purchase Order shall state the acceptable arrival dates for the Products listed on the Purchase Order. The arrival date shall be established by mutual agreement of the parties to this Agreement prior to the Purchase Order being delivered to The HON Company, and The HON Company and the Dealer will use their best efforts to comply with the arrival dates.
3. **PURCHASE ORDER CANCELLATION OR CHANGES**
  - a. Cancellation of or changes to Purchase Orders shall be subject to the following conditions.
    - (1) For Products to be manufactured, no penalty if cancellation or change is made prior to The HON Company beginning manufacturing, and
    - (2) For special order Products or any other situation, The HON Company may impose its normal special order charge in effect from time to time.
4. **INTELLECTUAL PROPERTY**
  - a. The HON Company agrees to defend, at its own expense, any claim against the Dealer or the End User for infringement of any United States patent, copyright or trademark by the Products so long as the Dealer and the End User promptly give The HON Company notice of any such claim and assist in all ways reasonably required by The HON Company in defending against such claim. The HON Company reserves the right to discontinue deliveries of any Products if, in its sole opinion, the manufacture, sale or use of such Product would infringe any patent, copyright, trademark, or other right now or hereafter issued or existing.
5. **NOT A REQUIREMENTS CONTRACT**
  - a. This agreement and the pricing of Products are based on the End User's best good faith estimates. The End User shall strive to fulfill these purchase order estimates, but shall have no minimum purchase obligation under this agreement. The End User shall only have the obligation to purchase Products if and when it initiates a Purchase Order for Products. The parties understand that the pricing and terms and conditions of sale of Products are based on the End User's best good faith estimates and such pricing and terms and conditions are subject to modification, if End User estimates are not reasonably met, in The HON Company's discretion.

### THE HON COMPANY'S SALES TO DEALERS

6. **PRICING**
  - a. The prices, terms and conditions of sales of Products by the Dealer to the End User shall be agreed upon between the Dealer and the End User. The cost, terms and conditions of special services to be provided by the Dealer shall be negotiated between the End User and the Dealer.
7. **TERMS AND CONDITIONS**
  - a. All purchases of Products from The HON Company by the Dealer under this Agreement shall be subject to The HON Company's terms and conditions in effect at the time The HON Company receives the Purchase Order from the Dealer. The Dealer must be an authorized dealer of The HON Company in good standing at the time any Purchase Order is submitted.
8. **DELIVERIES**
  - a. Unless otherwise agreed to in writing between The HON Company, Dealer or Installer, and the End User, deliveries of Products shall be performed as follows.
    - (1) Deliveries will be made on days and at times mutually agreed upon so as to not interfere with the End User's normal business activities.
    - (2) If delays at the End User's designated delivery location postpone delivery of the Products, the Products will be stored until delivery can be accomplished. The End User shall pay transfer and storage charges incurred. Labor charges for loading and unloading the Products will be at rates agreed upon between the Dealer or Installer and the End User.

## WARRANTY

### 9. WARRANTY

- a. The HON Company's warranty for the Products shall be as stated in Exhibit A to this Agreement.
- b. *EXCEPT AS STATED IN EXHIBIT A, THE HON COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND IN PARTICULAR, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCT. IN NO EVENT SHALL THE HON COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES, INSTALLATION COSTS, PROFITS OR GOODWILL, ARISING FROM ANY PRODUCT DEFECT. THE REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT (AT THE HON COMPANY'S SOLE OPTION) UNDER THIS WARRANTY IS THE END USER'S EXCLUSIVE REMEDY.*
- c. The warranty stated in Exhibit A does not cover any materials furnished by the End User and affixed to the Products at the End User's request.

## INSTALLATION

### 10. INSTALLATION

- a. After delivery of the Products to the End User at the installation site (or such other locations as the End User designates) and except for loss or damage to the Products caused by The HON Company, Dealer or Installer during delivery or the installation process, any loss or damage to the Products (including, but not limited to, that caused by construction activity, vandalism, theft, fire or the elements) will be the responsibility of the End User and the End User agrees to hold the Dealer, Installer and The HON Company harmless from loss for such reason.
- b. Unless otherwise agreed in writing between the Dealer or Installer and the End User, installation of Products shall be performed as follows:
  - (1) installations will be made on days and at times mutually agreed upon so as not to interfere with the End User's normal business activities.
  - (2) the End User will use reasonable efforts to provide:
    - (i) adequate facilities for off loading, staging, moving and handling of Products.
    - (ii) job site clean and free of debris prior to installation, and
    - (iii) electricity, heat, hoisting and elevator service without charge to The HON Company, Dealer or Installer,
  - (3) the installation does not include power hookups or various electrical work;
  - (4) whenever installation cannot be scheduled within a reasonable time after delivery, Products shall be stored in a safe and adequate site agreed to and payment for, negotiated between the Dealer and the End User prior to placement of order.
  - (5) if trade regulations or union jurisdictional agreements in effect at the time of installation require the use of tradesmen at the site other than Dealer's or Installer's own personnel, any resulting additional expenses shall be reimbursed to Dealer or Installer by End User.

### 11. INSURANCE

- a. Notwithstanding any other terms and conditions in this Agreement, the Dealer or Installer shall assume all liability for damage or loss to Products or injury to persons as a result of the installation process. The Dealer or Installer shall maintain in effect during the installation process at least the following insurance coverage's:
  - (1) Public Liability Insurance, including contractual coverage and products and completed operations coverage -- \$3,000,000
  - (2) Worker's Compensation -- Statutory amount
  - (3) Auto Liability Insurance -- \$1,000,000
- b. The Dealer shall be responsible for ensuring that the installer, if any, has such insurance coverage in effect. The Dealer or Installer, as appropriate, agrees to provide a Certificate of Insurance evidencing such coverage's prior to commencing installation activities.

#### MISCELLANEOUS TERMS

12. **NOTICES**
- a. All notices required under this Agreement shall be in writing and shall be given by depositing in U.S. Mail, first class, postage prepaid, by overnight courier, or by facsimile transmission, addressed to the Contact Person at the address listed below in this Agreement for the End User and the Dealer, and to Vice President, Strategic Pricing, The HON Company, 200 Oak Street, Muscatine, Iowa 52761, for The HON Company.
13. **APPLICABLE LAW**
- a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas.
14. **MISCELLANEOUS**
- a. Captions are for convenience only and do not effect the interpretation of this Agreement. Unless the context clearly indicates otherwise, in this Agreement the use of any singular includes the plural and vice versa; and the use of gender is applicable to any other gender.
15. **MODIFICATION OF AGREEMENT**
- a. Any modification of this Agreement may be made only by an instrument in writing signed by or on behalf of the party to be charged.
16. **NO WAIVER**
- a. No delay on the part of any party to this Agreement in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude it from any further exercise of the right or remedy, or the exercise of any other right or remedy.
17. **COMPLIANCE WITH LAWS**
- a. The Dealer shall conduct its operations in compliance with all applicable laws and regulations of all jurisdictions having contacts with the transactions contemplated by this Agreement.
18. **FORCE MAJEURE**
- d. The obligations of The HON Company, Dealer and End User under this Agreement shall be suspended during any period of delay arising from strikes, fires, accidents, transportation delays, acts of God, governmental regulations and other occurrences beyond the parties' respective control. If one party is prevented from performing under this Agreement for at least thirty (30) days, this Agreement may be terminated immediately by any party providing notice of termination to all other parties; provided, however, that all orders already received and in process at a manufacturing facility of The HON Company shall not be affected or canceled by such termination notice.

#### TERM AND TERMINATION

19. **TERM AND TERMINATION**
- a. The term of this Agreement will begin and expire on the dates shown adjacent to this provision, provided that the Agreement is subject to review thirty (30) days prior to expiration date, for possible renewal which renewal will be in The HON Company's discretion and based in part on achievement of satisfactory results as defined within section 5. Any party may terminate this Agreement at any time without cause, by giving thirty (30) days written notice to the other parties. Termination will not effect any outstanding Purchase Orders, amounts owing and unpaid pursuant to any Purchase Order, or amounts otherwise owing pursuant to the terms of this agreement.
- Begin 11/24/16  
Expires 11/24/17
- (3 years from when all signatures are received)

#### RIDERS

20. **RIDERS**
- a. The following Riders are attached to and hereby incorporated as part of this Agreement.
- Voting members are: Collin County Purchasing, Collin College, City of Allen, City of Carrollton, City of Plano,  
City of Richardson & Plano ISD

## SIGNATURES

END USER  
"End User"

Name

Address

City

State

Signature

Name

(type or print)

Title

Date

Signature

Name

(type or print)

Title

Date

DEALER  
"Dealer"

Name

Address

City

State

Signature

Name

(type or print)

Title

Date

THE HON COMPANY  
A Division of HNI Corporation  
200 Oak Street  
Muscatine, Iowa 52761  
"HON" or  
"The HON Company"

Strategic Pricing Manager

Name

(type or print)

Ryan Clausen

Date 10/27/16



## **HON FULL LIFETIME WARRANTY**

### **YOUR HON FULL LIFETIME WARRANTY**

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

### **WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?**

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

### **HON'S FULL 12-YEAR WARRANTY**

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

### **HON'S FULL 5-YEAR WARRANTY**

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

### **IS ANYTHING NOT COVERED?**

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

### **WARRANTY REQUESTS OR QUESTIONS?**

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

**THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

### **A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE**

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

## *basyx*® LIMITED 5-YEAR PROGRAM

The HON Company promises to repair or replace any *basyx*® by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still own it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after July 1, 2004.

### **Limitations:**

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

### **Exceptions:**

- Pneumatic cylinders on chairs are warranted for so long as you, the original purchaser, still own the chair.

### **Exclusions:**

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

### **Seating Usage**

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

### **A word about color variations, fabrics and finishes:**

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

### **Customer's Own Material (COM)**

Not available on *basyx*® by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

### **Notice to purchasers for home or personal use:**

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

### **To obtain service under this warranty:**

Your *basyx* by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.

## EXHIBIT B

### Initials

Ender User

Dealer

Bid Dept



### Product Standards Listing and Buyer's Discount:

#### List Product

Systems  
Metal Desking  
Lateral Storage  
Filing/Storage  
Casegoods & Tables (laminated/veneer)  
Seating - Steel  
Seating - Wood  
VOI  
Education

#### % off list to Collin County MPA Members

74.1%  
65.9%  
74.9%  
71.1%  
64.8%  
64.5%  
64.5%  
64.7%  
61.7%

#### Terms of Sale:

Current prices in effect at time of order entry.

#### Installation Charges:

To be determined on an order by order basis.

#### Design Charges:

To be determined on an order by order basis.

## EXHIBIT C

### Initials

Ender User

Dealer

Bid Dept

                      
                      
                    

### Site Locations of Operating Units and Subsidiaries Eligible for this Contract:

County, City and non-federal entities within Collin County, TX  
Eligible users as identified by voting members