

**HAWORTH'S US COMMUNITIES MULTIPLE AWARD CONTRACT DISCOUNTS
CUSTOMER COPY**

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT and FW, UniGroup® Too Adaptabe Components					\$1-\$100,000 \$100,001 or More	71% Negotiable
Rush						\$1 or More	61%
II Regular Lead Time	IF, RACE®, PREMISE® NW/WT, Moxie™, Components, Compose					\$1-\$100,000 \$100,001 or More	68% Negotiable
Rush						\$1 or More	53%
III Regular Lead Time		Accolade®, Monaco®, System 58, Improv®, System12, Look	PLACES® Too Casegoods, Files & Storage Beside, X Series® Casegoods, Files & Storage V Series® Casegoods, Files & Storage			\$1-\$50,000 \$50,001 or More	63% Negotiable
Rush						\$1 or More	57%
IV Regular Lead Time		X99®				\$1-\$50,000 \$50,001 or More	60% Negotiable
Rush						\$1 or More	54%
V Regular Lead Time	Patterns Reside	Composites™, Forenze™, Galerie™, Hello™, Prescott™, Tally™, Tuxedo™, ToDo® Cassis, Candor Lively		PLACES® Wood Casegoods Varia™, Orlando™, Tripoli™, York, Vancouver™ Masters, Series K™ Orlando LS™		\$1-\$25,000 \$25,001 or More	53% Negotiable
Rush						\$1 or More	41%
VI Regular Lead Time	Tactics®, 450 Series, Tempo™, Planes™ Compose Wood	Kinetics® Tempo, Zoo Chu				\$1-\$25,000 \$25,001 or More	58% Negotiable
Rush						\$1 or More	55%
VII Regular Lead Time	Jump® Stuff, BRAZO Boogie Board, Belong, European Product The Haworth Collection BRAZO, Lim					\$1-\$10,000 \$10,001 or More	41% Negotiable
VIII Regular Lead Time		Zody Very™ Very Task				\$1-\$25,000 \$25,001 or More	55% Negotiable
IX Regular Lead Time					Enclose	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	55% 57% Negotiable
X Regular Lead Time					TecCrete®	\$1 to \$100,000 \$100,001 or More	62% Negotiable
XI Regular Lead Time					Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	60% 62% Negotiable
XII Regular Lead Time					LifeSPACE	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	56% 58% Negotiable
XIII Regular Lead Time	Healthcare					\$1-\$100,000 \$100,001 or More	47% Negotiable

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

- A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.
- C. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 25% of net, and all related customer specific materials costs affected by the change or cancellation of an order will apply. Any changes / cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.
- D. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer.
- E. Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth therefore. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefore (a "Change Order"), and the Buyer agrees to pay such charges.
- F. Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer. If delay is due to any cause beyond Haworth's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.
- G. Installation Requirements.
 - i. Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged at Haworth's then prevailing rates.
 - ii. Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.
 - iii. Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.
 - iv. Electrical hardwiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.
 - v. Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-union labor be utilized, and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the anticipated cost of non-union labor and the actual cost of utilizing union labor.
 - vi. Haworth shall not be responsible for obtaining permits.
 - vii. Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.
 - viii. In areas where Nexus™ flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexus™ flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexus™ flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide tradespersons or others with access to the underpanel cable management cavity.
 - ix. In areas where lifeSPACE™ movable walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACE™ products. Further, the existing floor (or other surface on which the lifeSPACE™ panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACE™ panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected lifeSPACE™ products, together with all resulting shipping and labour charges at Haworth's then prevailing rates for such Products and services.
- H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$85.00 per hour for CAD time and related design and specification services.

**ATTACHMENT A
PRICE SHEET - HAWORTH'S MULTIPLE AWARD CONTRACT**

PRODUCT	Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)					
	List Price	Drop Ship*	Inside Delivery	Basic Installation*	Expanded Installation*	Volume Discounts (Use more columns as necessary.)
UniGroup® NW/WT, PLACES® NW/WT and FW, UniGroup® Too, Adaptable Components	\$1-\$100,000 \$100,001 and up	See Note Below	71% Negotiable	66% to 68.5% off list	64% to 68% off list	71% Negotiable
IF, RACE®, PREMISE® NW/WT, Moxie®, Components, Compose	\$1-\$100,000 \$100,001 and up	See Note Below	68% Negotiable	63% to 65.5% off list	61% to 65% off list	68% Negotiable
Accolade®, Monaco®, System 58, Improv®, System12, Look, PLACES® Too Caseloads, Files & Storage, 950 Series Files & Storage, Beside, X Series® Caseloads, Files & Storage, V Series® Caseloads, Files & Storage	\$1-\$50,000 \$50,001 and up	See Note Below	63% Negotiable	58% to 60.5% off list	56% to 60% off list	63% Negotiable
X99®	\$1-\$50,000 \$50,001 and up	See Note Below	60% Negotiable	55% to 57.5% off list	53% to 57% off list	60% Negotiable
Patterns, Reside, Composites®, Forenze®, Galerie®, Hello®, Prescott®, Tally®, Tuxedo®, ToDo® Cassis, Candor, Lively, PLACES® Wood Caseloads Variat®, Orlando®, Tripoli®, York, Vancouver®, Masters, Series K®, Orlando LS®	\$1-\$25,000 \$25,001 and up	See Note Below	53% Negotiable	48% to 50.5% off list	46% to 50% off list	53% Negotiable
Tactics®, 450 Series, Tempo®, Planes®, Compose Wood, Kinetics, Tempo, Zoo Chu	\$1-\$25,000 \$25,001 and up	See Note Below	58% Negotiable	53% to 55.5% off list	51% to 55% off list	58% Negotiable
Jump® Stuff, BRAZO, Boogie Board, Belong, European Product The Haworth Collection, BRAZO, Lim	\$1-\$10,000 \$10,001 and up	See Note Below	41% Negotiable	36% to 38.5% off list	34% to 38% off list	41% Negotiable
Zody, Very®, Very Task	\$1-\$25,000 \$25,001 and up	See Note Below	55% Negotiable	50% to 52.5% off list	48% to 52% off list	55% Negotiable
Healthcare	\$1-\$100,000 \$100,001 and up	See Note Below	47% Negotiable	42% to 44.5% off list	40% to 44% off list	47% Negotiable
Other Related Products						
Enclose Walls	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	55% 57% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	55% 57% Negotiable
Lifespace Walls	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	56% 58% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	56% 58% Negotiable
TecCrete Flooring	\$1-\$100,000 \$100,000 and up	See Note Below	62% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	62% Negotiable
Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	60% 62% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	60% 62% Negotiable
Additional Services and Solutions						
Hourly Rates (A range is acceptable)						
Installation	\$28	\$36				
After Hours Installation	\$39	\$54				
Holidays and Sunday Installation	\$56	\$72				
Design	\$60	\$75				
Project Management	\$35	\$45				
Asset Management	\$18	\$28				
Refurbishment	\$32	\$42				
Monthly Fee Include any additional options offered						
Storage (per cubic square foot)	\$0.95	\$1.60				
Other Related Services and Solutions						
Hourly Rates						
Reconfiguration	\$28	\$36				
After Hours Installation	\$39	\$54				
Holidays and Sunday Installation	\$56	\$72				

Note:

- Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery price includes product delivered to the site and unloaded
- Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager

***Note:**

- Haworth's list pricing includes FOB destination and unloading at dock.
- Installation pricing based on the following:
 - Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
 - Non-union labor
 - Free and clear access to loading docks and elevators
 - Job site to be free and clear of other trades
 - Reasonable access to Space
 - Where applicable, Haworth will abide by union or prevailing wage rates