

## Terms and Conditions

**11. Inspection.** Purchaser shall diligently examine the delivered Goods and shall notify WILKHAHN of any non-conformance with any of the specifications without delay at the latest within one (1) business day of Purchaser's receipt of the goods.

**12. Limited Warranty.** WILKHAHN warrants that the Goods shall substantially conform to the design specifications established by WILKHAHN in regard to the Goods under normal use and service, in line with generally accepted industry standards and the relevant state of the art, unless otherwise agreed by WILKHAHN and Purchaser. If any failure to conform substantially to any specification is reported to WILKHAHN in writing within five (5) years after the date of receipt of the Goods by Purchaser and to the extent that any substantial non-conformance cannot be detected by a reasonable and customary inspection, such report shall be made within five (5) years after the receipt of the Goods by Purchaser. Purchaser will not be entitled to a warranty claim merely on the grounds of non-conformance of the Goods' optical characteristic; Purchase must also demonstrate that the Goods' functionality was compromised. WILKHAHN, upon being satisfied of the existence of such non-conformity, shall correct the same, at its sole election, either by repairing the non-conforming Goods or by delivering to Purchaser replacement of such number or quantity of the Goods as shall have a non-conformity within a reasonable period of time (which may exceed sixty (60) days). Purchaser shall separate non-conforming Goods from conforming Goods, and Purchaser shall be deemed to have accepted the conforming Goods. Purchaser shall not repair or have an unauthorized third party repair any non-conformity without WILKHAHN's prior written consent. If WILKHAHN is unable or unwilling to correct such non-conformity by repairing or delivering replacement goods, whether due to the nature of such non-conformity, the use made by the Purchaser of the Goods, or for any other reason, WILKHAHN shall, at its sole election, reduce the purchase price accordingly or grant the Purchaser a credit against future purchases. WILKHAHN shall in no event be required to refund any part of the purchase price. The warranty set forth in this paragraph shall apply not only to the Goods but also to any replacement Goods. This warranty does not cover damage or defects caused by or resulting from (i) unauthorized repairs, alterations or modifications to the Goods, (ii) negligence, accident, abuse, misuse, improper, unsuitable or abnormal usage or storage of the Goods, (iii) failure to conform strictly to WILKHAHN's specifications and instructions in connection with the use, storage or repair of the Goods, (iv) defects due to specifications supplied by Purchaser, (v) exposure of the Goods to unreasonable temperatures or other environmental conditions, or (vi) storage and usage past specified product life. Ordinary wear and tear shall not be considered a defect in workmanship or materials. The foregoing shall be Purchaser's sole and exclusive remedies, and the liability of WILKHAHN hereunder is expressly limited to repair or replacement of nonconforming Goods or the grant of a credit, as the case may be.

WILKHAHN SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID BY PURCHASER AND WILKHAHN SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSONS, WHETHER BY WAY OF INDEMNIFICATION OR CONTRIBUTION OR OTHERWISE, FOR SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM DEFECTIVE WORKMANSHIP OR MATERIALS OR DESIGN, BREACH OF WARRANTY, DELAYS IN DELIVERY OR FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF WILKHAHN OR ANY ENTITIES CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH WILKHAHN. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, AND THE WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED, ARE EXCLUDED.

In the event of delivery delays for which WILKHAHN shall have agreed to be liable, WILKHAHN shall not be liable in any event for more than any amount of liquidated damages expressly agreed by WILKHAHN in writing. Any claim by Purchaser shall be made in writing, shall describe all relevant facts in sufficient detail (including all relevant documents) and shall not be delivered to Purchaser later than thirty (30) days after the relevant event resulting in the alleged damage. No Goods shall be returned without WILKHAHN's prior written consent. Goods which WILKHAHN consents to have returned shall be shipped by Purchaser at Purchaser's risk and expense, freight prepaid, to WILKHAHN's manufacturing plant or such other location as WILKHAHN may designate. WILKHAHN's warranty obligation is limited to the original Purchaser of Goods. High wear parts such as fabrics and other covering materials, metal framed stacking chairs and wood veneers are not covered by this warranty. WILKHAHN does not warrant matching of color, grain or texture of wood or leather because of natural color variations which cannot be controlled. Damage incurred in transit from the point of origin to the Purchaser's Site or occasioned by accident, negligence, abuse or alteration is not included in this warranty. WILKHAHN does not warrant the appearance, behavior or durability of Purchaser's own material or Purchaser's own leather applied to WILKHAHN Goods. Upholstery materials are not warranted against fading or irregularity in register. WILKHAHN will pass through other manufacturer's warranties where applicable and to the extent possible. WILKHAHN warranty applies only to WILKHAHN Goods. Warranty does not apply to attachments to WILKHAHN Goods. Any warranty expressed or implied is invalid when WILKHAHN components are used in conjunction with any components not manufactured or sold by WILKHAHN. Goods not installed or used in accordance with WILKHAHN installation and/or application guidelines are not included in this warranty. The warranty against defects only encompasses defects existing at the time of delivery and defects in Goods manufactured by us. The warranty does not cover material supplied by the Purchaser. We expressly point out that the surfaces of the goods are subject to wear and tear by reason of ordinary usage. We shall be entitled to charge the Purchaser for the costs incurred in examining the goods in the event of an unjustified claim of defects.

**13. Changes and Cancellation.** Orders may not be changed or cancelled, in whole or part, without prior written consent by WILKHAHN, which consent WILKHAHN may or may not grant at its sole discretion. Changes may effect delivery dates. WILKHAHN reserves its right to charge Purchaser for expenses incurred as a result of changes or any cancellation requested by Purchaser.

**14. Terms of Payment.** Unless otherwise agreed by WILKHAHN in writing, Purchaser shall make a non-refundable deposit equal to fifty percent (50%) of the total price, plus all fees, charges and expenses payable by Purchaser, including with respect to transportation and installation, by wire transfer in immediately available funds (the "Deposit") to WILKHAHN's following bank account:

HSBC Bank USA N.A.  
Acc# 04888 3085  
ABA# 02100 1088  
Swift Code# MRMDUS33

WILKHAHN shall not be required to commence any work with respect to any order until the full amount of the Deposit shall have been received by WILKHAHN. Purchaser acknowledges and agrees that the Goods are specially manufactured for Purchaser and that the Deposit shall be non-refundable in all cases. The remaining fifty percent (50%) of the purchase price and all remaining fees, charges and expenses relating to any order shall be paid by wire transfer in immediately available funds to WILKHAHN's bank account as herein above designated upon delivery of the invoice to Purchaser. Invoices will ordinarily be issued to Purchaser upon the shipment of the Good or, if shipped from outside of the United States of America, within five (5) days after entering the United States of America. Purchaser is not entitled to make any deductions or set-offs from payments due to WILKHAHN. Upon default on the part of Purchaser to pay on time, Purchaser shall pay to WILKHAHN, subject to any further damages we may incur, a late charge of \$1,000 and interest on all outstanding sums at the rate of 5% above the prime lending rate (or, if lower, the highest legally permissible rate). All payments should be effected such that payment is credited on the date that payment shall be due. All banking and other charges in connection with any payment shall be paid by Purchaser.