

## TERMS OF PURCHASE

These Terms of Purchase are part of each purchase order that either Haworth, Inc. or Haworth, Ltd. issues. In these Terms of Purchase, "Buyer" means either Haworth, Inc. or Haworth, Ltd., as specified in the purchase order, "Seller" means the seller named in the purchase order, "goods" and "services" mean the goods or services that Buyer is to purchase from Seller, as described in the purchase order, "Contract" means any contract formed pursuant to the purchase order and "order" means the purchase order.

**1. Agreement.** As stated on the face of the order, the order is Buyer's revocable offer to buy. If the order nevertheless is in legal effect an acceptance of an earlier offer by Seller, then Buyer's acceptance is conditional upon Seller's assent to all terms of the order, including these Terms of Purchase, that are additional to or different from the terms of Seller's offer. By signing and returning a copy of the order or by accepting the offer electronically or by accepting or paying for the goods, Seller (1) accepts Buyer's offer and (2) if the order is in legal effect an acceptance of an earlier offer by Seller, assents to all terms of the order, including these Terms of Purchase, that are additional to or different from the terms contained in Seller's offer.

**2. Price and Payment.** Unless Buyer agrees otherwise in writing, Buyer shall not be required to pay any sales, use or other taxes or duties that arise because of Buyer's purchase from Seller, and the price is inclusive of all such taxes and duties. Seller shall reflect this in all of Seller's invoicing and other documentation, but Seller's failure to do so shall not relieve Seller of liability for all such taxes and duties. Buyer shall not be required to pay any late charge, interest, finance charge or similar charge. Buyer's payment of the purchase price does not indicate its acceptance of the goods or services. Payment terms, including discount periods, shall run from the latest of (1) the scheduled date for delivery or performance, (2) the actual date of delivery of conforming goods or performance of conforming services, (3) the date of Seller's invoice, (4) in the case of capital equipment, completion of Buyer's final inspection and acceptance after installation and (5) in the case of tooling, Buyer's approval of production pieces produced by the tooling at Buyer's facility.

**3. Delivery and Force Majeure.** Unless otherwise specified in writing, and subject to Paragraph 17, Seller shall deliver the goods to the destination and in a manner specified by Buyer. Time of delivery or performance is of the essence, and Buyer's stated delivery or performance date and the date for performance of any other obligation of Seller, shall not be extended or excused for any reason, including anything that Seller cannot control, except as provided in the following sentence. Seller shall not be liable for any non-performance or delay in performance that is caused solely by a riot, war, insurrection or act of God or public enemy, if Seller immediately notifies Buyer of the event and gives Buyer a detailed description of the non-performance or delay that it will cause. Buyer shall then have the right to terminate the Contract by giving Seller written notice of termination. The provisions of Paragraph 12 shall apply to any such termination by Buyer. Except as provided in this paragraph, no event or circumstance shall limit Seller's liability for any non-performance or delay, even if the event or circumstance is beyond Seller's control.

**4. Excess, Installment and Early Deliveries.** If Seller delivers more goods than Buyer ordered, then, unless Buyer agrees otherwise in writing, Buyer shall not be obligated to pay for the excess. Unless Buyer agrees otherwise in writing, Seller shall deliver all of the goods in a single delivery and not in installments. Buyer's acceptance of a delivery that contains less than the required quantity shall not relieve Seller of its obligation to deliver the balance of the ordered goods at the price and on the other terms that the order specifies. If Seller delivers the goods before the scheduled delivery date, then Buyer may, at Seller's expense and risk, either store them or return them to Seller. Buyer's acceptance of an early delivery shall not change the payment terms.

**5. Export and Import Requirements; Drawback and Refund Rights.** Seller shall prepare, maintain and, to the extent that the applicable law, regulation or customs authority requires it to do so, submit to the applicable customs authorities, all information and documentation that is necessary to comply with the applicable customs and export and import requirements of each country from which the goods will be exported and each country into which they will be imported, and Seller shall comply with all other applicable customs requirements. Whenever Buyer requests it to do so, Seller shall promptly furnish to Buyer copies of that information and documentation. Seller is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the goods are to be imported. Seller assigns and transfers to Buyer all transferable customs duty and tax drawback or refund rights relating to the goods, including rights developed by substitution and rights that Seller acquires from its suppliers. Seller shall promptly inform Buyer of each such right and, upon Buyer's request, shall promptly provide to Buyer all documents and information that are required for Buyer to obtain each such

drawback and refund. Seller shall hold in trust for, and promptly pay over to, Buyer all proceeds of such rights that Seller receives.

**6. Inspection and Audit.** If Buyer's inspection of any part of the goods (including any inspection under Paragraph 11) indicates that the goods inspected are defective, then unless otherwise agreed upon by both parties in writing, Seller shall reimburse Buyer for all costs and expenses (including internal labor) that Buyer incurs in inspecting all of the goods.

**7. Blanket Order.** If the order states that it is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated in the order, (1) Seller is obligated to deliver to or perform for Buyer all goods or services that Buyer orders or releases during the period or in accordance with any delivery or performance schedule specified on the face of the order, (2) Buyer is not obligated to order, release or purchase from Seller any particular quantity or volume of goods or services and (3) Buyer may purchase any or all of the goods or services from others.

**8. Representations, Warranties and Agreements Concerning Seller.** Seller represents and warrants to Buyer, and agrees, that (1) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract, (2) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (3) Seller is solvent, (4) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any affiliate of Buyer and (5) Seller is and shall continue to be in compliance with all applicable Requirements of Law, including, without limitation, all applicable equal employment opportunity and affirmative action obligations under Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act, Section 503 of the Rehabilitation Act of 1973, and their implementing regulations. **Without limiting the generality of the foregoing, Seller and any of its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** References in the foregoing to the "contractor" shall be deemed to refer to Seller.

**9. Representations, Warranties and Agreements About the Goods and Services.** Seller represents and warrants to Buyer, and agrees, that (1) the goods shall be new, (2) the goods and services shall be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults and defects, (3) the goods and services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements to which the order refers or that Buyer has otherwise specified or agreed to in writing, (4) the goods, their manufacture, packaging, labeling, branding and sale and the services shall comply with all applicable federal, state, provincial and local laws, regulations, standards and orders, including, without limitation, the U.S. Fair Labor Standards Act of 1938 and the U.S. Occupational Safety and Health Act of 1970, (5) the prices of the goods or services and any discounts, advertising allowances or other merchandising payments or services that the Contract requires Seller to provide to Buyer are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances or other merchandising payments or services that Seller provides to other buyers of comparable goods or services, (6) Seller shall promptly furnish to Buyer all information and copies of documents (including, but not limited to, complaints, inquiries, test or inspection results and warnings) that Seller receives from an end-user of the goods, a government agency, an employee or agent of Seller or any other person or source and that suggests or indicates that the goods may not conform to the requirements of this paragraph and (7) Seller at all times shall maintain, and shall cause each of Seller's suppliers and logistics providers to maintain, at each facility where the goods are manufactured or located, strict security measures that are reasonably calculated to prevent acts of terrorism with respect to the goods. Upon Buyer's request, Seller shall give Buyer certificates of compliance with applicable laws and regulations. Buyer's approval of a sample, drawing, specification or standard shall not relieve Seller of any of its warranties under this paragraph, including, without limitation, its warranties of merchantability, fitness and compliance with laws. Seller's warranties extend to future performance of the goods and services and survive inspection, tests, acceptance and payment and shall be considered to have been given not only to Buyer but also to Buyer's customers and to end-users of the goods.

**10. Indemnity.** Seller shall save harmless, indemnify and hold Buyer including its respective directors, officers, employees, agents and end users) harmless (and defend Buyer if it requests) as to any liability, costs and expenses (including attorney fees and expenses) arising from or relating to (1) any breach by Seller of any of its warranties to, or agreements with, Buyer, (2) failure of the Goods to conform to Specifications; (3) Defects; (4) defects in Seller's designs or specifications for the Goods or in Seller's manufacturing processes; (5) any matter relating to Goods manufactured or supplied by Seller hereunder, except to the extent the same is a result of gross negligence or willful misconduct on the part of Haworth; (6) any third party claims, damages, liabilities, judgments (including related actual attorneys' fees and costs) arising from the Goods. (6) any claim that any of the goods or services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, (7) any negligence, intentional misconduct or other wrongful actions by Seller, its agents, representatives, directors, employees or subcontractors or (8) any death, injury or damage to any person or property that is alleged to have been caused by the goods or services or by Seller's manufacture of the goods or performance of the services. Seller shall assume all costs and expenses incurred by Buyer should Buyer be required by any applicable law or should Buyer deem it necessary in its sole discretion to recall Goods due to Defects or other non-conformance with this Agreement.

**11. Changes and Inspections.** Buyer may at any time, by written notice to Seller, change the order or the Contract as to (1) designs or drawings of or specifications for the goods or services, (2) time or place of delivery or performance, (3) method of packing or shipment or (4) quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Seller gives Buyer a written request for an adjustment within 20 days after Buyer notifies Seller of the change. Buyer's employees or agents may at any time enter Seller's premises to inspect and test the goods, Seller's process of manufacturing of them and any materials, components or work-in-process that Seller will use in their manufacture.

**12. Termination at Buyer's Option.** Buyer may terminate the order or the Contract, in whole or in part, at any time by written notice to Seller stating the extent and effective date of termination. When Seller receives notice of termination under the preceding sentence or under *Paragraph 3*, then Seller shall, unless Buyer otherwise directs, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest. Not later than 30 days after the effective date of termination, Seller may submit to Buyer its claim, if any, for reasonable compensation for termination. Buyer shall have the right to audit and inspect Seller's books, records and other documents relating to the termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for the termination, then Buyer will pay to Seller, without duplication, (1) the Contract price for goods or services that Seller shall have completed in accordance with the provisions of the Contract and that Buyer shall not have paid for and (2) the actual costs that Seller incurs and that are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Contract, but not to exceed the Contract price for the terminated portion of the Contract, less any payments that Buyer made. Buyer will pay these amounts after Seller delivers to Buyer any completed goods. If Buyer shall have made payments of the purchase price to Seller that in the aggregate exceed the total amounts payable by Buyer to Seller under the preceding provisions, then Seller shall promptly refund the excess to Buyer. Termination under this paragraph shall terminate only Seller's obligation and right to deliver goods or provide services under any provision of the Contract other than this paragraph and shall not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract.

**13. Buyer's Rights.** Without limiting other rights and remedies available to it, Buyer may, at its option, (1) return nonconforming goods to Seller, at Seller's risk and expense, and require Seller either to give Buyer full credit against the price or promptly to repair or replace the goods at Seller's risk and expense, (2) retain nonconforming goods and set off losses against any amount that Buyer owes to Seller or (3) repair or replace nonconforming goods and charge Seller with the expense. If at any time (a) Seller defaults in the performance of any of Seller's obligations to Buyer under the Contract or under any other agreement between Seller and Buyer, (b) Seller repudiates the Contract or (c) any warranty or representation that Seller made to Buyer in or in connection with the Contract is false or misleading, then Buyer may terminate the Contract, in whole or part, without liability to Seller, and Seller shall promptly pay to Buyer all damages that Buyer incurred as a result of the termination and as a result of the event or circumstance on the basis of which Buyer terminated. If Buyer does terminate the Contract, then Seller, if and to the extent that Buyer demands, shall immediately deliver to Buyer all finished and unfinished goods and all

work-in-process and raw materials that Seller acquired for use in the manufacture or processing of the goods and any software that Buyer is purchasing from Seller under the Contract, including all work-in-process, all source, object and pseudo codes, all preexisting programs that are intended to be incorporated in the software and all intellectual property rights in the foregoing. Buyer's payment of part or the entire purchase price shall not be a precondition to Seller's obligation to make the delivery. After Seller has made the delivery and Buyer has determined its damages (including, without limitation, any cost of "cover" or of completing the manufacture or processing of the goods), then Buyer will pay to Seller any excess of (1) any unpaid part of the purchase price that is properly allocable to any such goods, work-in-process and raw materials that Seller delivered to Buyer over (2) Buyer's damages. Buyer's termination under this paragraph shall terminate only Seller's obligation and right to deliver goods or provide services other than as this paragraph requires and shall not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract. In addition to Buyer's rights that are described in these Terms of Purchase, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental, consequential, indirect and special damages that result from Seller's breach. Buyer shall not lose any right just because it does not exercise it. Buyer shall have the full statutory period of limitations to bring any action that arises out of Buyer's agreement with Seller. A reasonable time for Buyer to notify Seller of any breach is not less than two years from when Buyer discovers the breach.

**14. Buyer's Property.** Any designs, drawings, specifications, methods of manufacture, intellectual property, documents and other information and any tooling, equipment or other property that Buyer furnishes to, or acquires from, Seller in connection with Seller's manufacture of the goods or performance of the services ("**Buyer Property**") are and shall at all times be Buyer's sole and exclusive property. Seller shall (1) maintain the Buyer Property in good condition, (2) mark the Buyer Property either "**PROPERTY OF HAWORTH, INC.**" or "**PROPERTY OF HAWORTH, LTD.**", as appropriate, (3) not commingle the Buyer Property with property of Seller or third parties, (4) allow Buyer to inspect and examine the Buyer Property at any time, (5) return the Buyer Property to Buyer upon its request, and (6) cooperate with Buyer to file any requested UCC financing statements to demonstrate Buyer's ownership of the Buyer Property.

**15. Government Contracts.** If Buyer will use the goods or services covered by this order in connection with a contract with the United States or other government, then all terms and conditions that the government contract or any law or regulation requires to be included in any contract formed pursuant to the order ("**Government Terms**") are incorporated in the order by reference. If any provision of the order is inconsistent with any Government Term, then the Government Term shall control.

**16. Insurance.** Seller shall maintain insurance coverage that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that arise from the goods or their use or the performance of the services or any activities connected with the services. Seller shall maintain employee's liability and compensation insurance that will protect Buyer from any and all claims and liabilities that Seller or any employee or agent of Seller makes under any applicable worker's compensation or occupational disease acts. From and after the time when the goods or any components or raw materials to be used in the assembly or manufacture of the goods are identified to the Contract, Seller shall maintain property and casualty insurance that insures against any loss or destruction of or damage to those goods, components and raw materials, in an amount equal to their replacement cost. All insurance that this paragraph requires shall be in amounts and coverages, and shall be issued by insurers, that are satisfactory to Buyer. Upon Buyer's request at any time, Seller shall (1) cause Buyer to be named as an additional insured under any or all of the policies evidencing the insurance, (2) cause each insurer to agree not to cancel or materially modify the policies without giving Buyer at least 30 days prior written notice and/or (3) furnish to Buyer certificates that evidence required insurance.

**17. Prepayment.** If Buyer pays any part of the purchase price of the goods before Seller delivers them to Buyer, then (1) notwithstanding *Paragraph 3*, title (but not risk of loss) to each item of the goods shall pass to Buyer upon identification of the item to the Contract, (2) to the extent necessary to protect Buyer's title to the goods, Seller grants Buyer a security interest in the goods to secure Seller's obligation to deliver them to Buyer and all of Seller's other present and future obligations to Buyer and (3) Seller shall obtain from each person that holds a security interest in or lien upon the goods a written agreement that releases the security interest or lien or that subordinates it to Buyer's interest in the goods.

**18. Work on Premises.** If Seller's performance of services or delivery or installation of goods involves activities by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (1) Seller shall at all times enforce strict discipline and maintain good order among all persons who engage in the activity on the premises and shall cause them to comply with all fire prevention and safety rules and regulations that are in force at the premises and (2) Seller shall keep the premises free from

accumulation of waste materials and rubbish that its employees or subcontractors cause and upon completion shall promptly remove all of Seller's equipment and surplus materials, (3) Seller shall remove from the premises all waste, including chemical compounds, that are generated at or brought to the premises, (4) Seller shall not use any chemicals or compounds that contain ozone-depleting compounds, carcinogens or silicon, (5) Seller shall not dispose of any liquid waste on Buyer's premises or discharge any material to a sanitary or storm sewer without permission from Buyer's Corporate Environmental Engineer, (6) before beginning work, Seller shall provide to Buyer's project leader Material Safety Data Sheets for all materials that are used on the premises, and (7) Seller shall immediately notify Buyer's project manager of any spill or environmental accident of any kind and provide a written report of the incident to the plant Environmental Contact within 24 hours after the occurrence.

**19. Services.** If this order covers services, then (1) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer and (2) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to perform the services.

**20. Confidentiality and Non-Use.** Seller shall not sell or offer to sell or otherwise provide to anyone other than Buyer any goods that are made in accordance with any drawings, designs or specifications that Buyer furnishes to Seller or that incorporate, embody or are made in accordance with any intellectual property of Buyer or of an affiliate of Buyer ("**Buyer Affiliate**"). Seller shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Seller's suppliers), the goods, any designs or specifications for the goods, any Buyer Property or any information concerning Buyer's, or any Buyer Affiliate's, business, operations or activities, including, without limitation, information concerning Buyer's, or any Buyer Affiliate's, present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("**Confidential Information**"), except that Seller may disclose Confidential Information to a third party (other than a competitor of Buyer or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If Seller breaches or threatens to breach this paragraph or *Paragraph 14*, then Buyer's remedies at law will not be adequate. Therefore Buyer shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Buyer's rights and remedies shall be cumulative.

**21. Intellectual Property.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, software and other works and matters that Seller creates or develops in the course of Seller's performance of the services or Seller's design or development of the goods for Buyer, including all proprietary rights in the foregoing ("**Intellectual Property**") shall be Buyer's sole property, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in the Intellectual Property. All copyrightable works that Seller creates or develops in the course of Seller's performance of the services or Seller's design or development of the goods for Buyer shall be considered "works made for hire" within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. To the extent that any such copyrightable work is not considered a "work made for hire," it shall be the sole property of Buyer, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in it and in all copyright rights in it. Seller shall sign and deliver to Buyer all assignments and other documents, and Seller shall take all other actions, that Buyer requests for the purpose of perfecting Buyer's ownership of and title to the Intellectual Property and in any copyrightable work that is not considered a "work made for hire" and in all copyright rights in it. If the goods or their design are subject to any pre-existing patent rights or other proprietary rights that Seller holds, then Seller grants to Buyer an irrevocable, non-exclusive, royalty-free license of the patent rights and other proprietary rights to the extent necessary to enable Buyer to modify, repair or rebuild any or all of the goods. This license is in addition to all licenses that are impliedly granted to Buyer as a purchaser of the goods. Seller shall not use Buyer's name or any trademark, trade name, service mark or trade dress that Buyer owns or that is licensed to Buyer or to any affiliate of Buyer, without Buyer's express, written consent, and Seller shall not sell to anyone other than Buyer any goods bearing any such trademark, trade name, service mark or trade dress.

**22. Governmental Declaration.** If a governmental agency declares that any material that is included in any of the goods is unsafe or unfit for the intended use of the goods, then (1) Seller shall give Buyer written notice of the declaration and shall furnish to Buyer copies of the declaration and of all relevant notices, documents and

correspondence, (2) Seller shall stop including the material in the goods, (3) Buyer may terminate this order or the Contract, without liability to Seller, by giving written notice to Seller, which shall be effective immediately or on any later date that the notice specifies, (4) if Buyer does terminate, then Buyer's obligations under the Contract shall terminate immediately, and Buyer shall not be obligated to pay Seller damages or other compensation by reason of the termination, (5) without limiting other remedies that Buyer may exercise, Buyer shall have the right to recall (i.e. purchase or repurchase) the goods from its customers and end-users and any others that have possession of the goods, and Seller shall reimburse Buyer for all costs that Buyer incurs in doing so, (6) if Seller demonstrates to Buyer's satisfaction that the governmental agency has approved a substitute material and that Seller can and will use the substitute in the goods, then Buyer shall have the right, but shall not be obligated, in Buyer's sole discretion, to reinstate the Contract and to require Seller to perform in accordance with the Contract, except that Seller shall use the substitute material, and (7) whether or not Buyer terminates and/or reinstates the Contract, Seller shall pay to Buyer an amount equal to all damages that Buyer incurs by reason of the declaration by the governmental agency and any delay in performance that it caused and/or any termination of the Contract by Buyer.

**23. Continuing Guaranties.** Without limiting *Paragraph 9* of these Terms of Purchase, Seller irrevocably guarantees to Buyer that (1) when Seller ships or delivers to Buyer any textile fabric product, the product will not be misbranded, falsely or deceptively invoiced or falsely or deceptively advertised, within the meaning of the U.S. Textile Fiber Products Identification Act and the rules and regulations under that Act and (2) with regard to all the products, fabrics or related materials that are in the future sold or to be sold to Buyer by Seller and for which flammability standards have been issued, amended or continued in effect under the U.S. Flammable Fabrics Act, as amended, reasonable and representative tests as prescribed by the U.S. Consumer Product Safety Commission have been performed and show that the products, fabrics or related materials, at the time of their shipment or delivery by Seller, conform to all of the above-mentioned flammability standards that apply to seller.

**24. Other Terms.** Seller shall not have and waives any security interest in or lien (including any statutory or common law lien) upon any Buyer Property or the goods. Seller may not delegate or subcontract any of its obligations under the order or the Contract without Buyer's written consent. Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Seller under the Contract from and against any damages or other amounts that Seller then owes to Buyer, whether under the Contract or otherwise and whether or not Seller shall have assigned to another ("**Assignee**") its rights to receive amounts that Buyer is required to pay under the Contract. All such rights of an Assignee shall be subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Seller, whether arising under the Contract or otherwise. If at any time Buyer has reasonable grounds for insecurity as to Seller's performance, then Seller shall provide adequate assurance of due performance within 10 days after Buyer demands the assurance, which shall be considered to be a reasonable time. Buyer shall continue to have all of its rights under the Contract even if it does not fully and promptly exercise them on all occasions. Buyer's failure to exercise or Buyer's waiver of, a right or remedy on one occasion is not a waiver of that right or remedy with respect to any future occasion. Any provision of the Contract that is prohibited or unenforceable by any applicable law shall be ineffective only to the extent and for the duration of the prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**25. Applicable Law.** The order and the Contract shall be governed by and interpreted according to the law of the Designated Jurisdiction, excluding the United Nations Convention on Contracts for the International Sale of Goods. Any action that is based upon or arises out of the order or the Contract may be brought in and handled by any state or federal court in the Designated Location, and Seller irrevocably consents that the court shall have personal jurisdiction over Seller and waives any objection that the court is not a convenient forum.

- If Buyer is Haworth, Inc., then the "Designated Jurisdiction" is the State of Michigan, USA, and the "Designated Location" is Grand Rapids, Michigan.
- If Buyer is Haworth, Ltd., then the "Designated Jurisdiction" is the Province of Ontario, Canada, and the "Designated Location" is Toronto, Canada.

**26. Complete Agreement.** Seller has not made any promises or representations to Buyer, and Buyer has not made any to Seller, that are not in the order. Any change in, or waiver of, any provision of this order or the Contract must be contained in a writing signed by Buyer.