Company Name: Kimball Office Furniture
Contract Number: 44619
Contract Period: 01/15/2015
Initial Terms: 1 year
Renewal Terms: 2 additional 1-year renewals

Description of Products: Office Furnishings and Accessories

Ordering Information:

AUTHORIZED DEALER(S)

Working Spaces
11624 Page Service Drive
Saint Louis, MO 63146-3533

Working Spaces
104 W 9th Street, Ste 101
Kansas City, MO 64105-1718

Working Spaces
2801 Woodard Drive
Columbia, MO 65202

Delivery Process Information: See Contract

Contract SSS Contact Person: Darla Higgins

Other pertinent Information: (information that might be useful for the end-user)

Attachments (if any)

Last Updated 11/17/2015
MASTER PURCHASING AGREEMENT

BETWEEN

UNIVERSITY OF MISSOURI PROCUREMENT SERVICES
210 South 7th Street
Room 113 Heinkel Building
Columbia, MO 65211

AND

KIMBALL OFFICE INC.
1600 Royal Street
Jasper, IN 47549

Agreement # 44619
January 1, 2015
KIMBALL OFFICE INC.
MASTER PURCHASING AGREEMENT # 44619

This Master Purchasing Agreement is between University of Missouri Procurement Services ("Customer") its subsidiaries, divisions and Kimball Office Inc. ("Kimball Office").

This Agreement is made, and entered into as of January 1, 2015, and extends to January 1, 2017. This Agreement shall be automatically renewed after the initial term for 2 successive periods of one (1) year each. Any changes to this Master Purchasing Agreement require advance written approval by both parties. Unauthorized changes will void this Agreement. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party.

1. **SCOPE**
Kimball Office agrees to sell its branded products (the "Products") as provided for in Attachment A. "Products and Pricing".

   All purchases of Products hereunder are subject to terms and conditions are set forth in Attachment B.

2. **DEFINITION**
This Agreement is being established to provide Products to Customer. Even though there are no minimum purchase quantities required, Customer intends to purchase Products during the Agreement term.

3. **PURCHASE OF PRODUCTS**
Customer will purchase Products, by issuance of purchase order(s), directly to an independent dealer who is authorized by Kimball Office to market and sell the Products ("Dealer"). Dealer will purchase such Products from Kimball Office for resale to Customer. The Dealer will be responsible for ordering Products from Kimball Office and handling on Customer's behalf such matters as expediting, receiving, freight claims, delivery, installation and invoicing to Customer. Any Dealer(s), as outlined in Attachment A, will be replaced with another designated Dealer if agreed to by Customer and Kimball Office or if such Dealer is no longer authorized by Kimball Office to market and sell Products. Kimball Office has no obligation for furniture layout, design, specifications or any other Dealer-related services. All Dealer-related services shall be negotiated directly between Customer and Dealer.

   Products are priced and will be delivered C.P.T. one contiguous U.S. destination, one Canadian destination, or one port of exit, freight prepaid (Incoterms 2010). Title shall transfer with risk of loss.

4. **SHIPMENT, DELIVERY, STORAGE AND INSTALLATION**
Shipment and delivery of Products will be based upon Kimball Office's standard lead times in effect at time of order entry. Please check the terms and conditions of the price list.

5. **CHANGES OR CANCELLATIONS**
Any order changes desired by Customer must be submitted in writing. Kimball Office will endeavor to work with Customer and Dealer to accommodate the changes. Any costs or charges incurred by Kimball Office to make the changes will be paid by Customer. Kimball Office will not be liable for any delay in performance caused by such changes.

6. **ACTIVITY REPORTS**
Kimball Office will provide volume reporting to Customer. Such reports shall contain, but are not limited to, date of transaction; name and address of Customer making transactions; products sold; list price, discounted price, and amount of savings in US dollars. "Transaction" shall include all sales and services provided pursuant to this Agreement. Customer shall receive their preference (either a hard copy or electronic copy) of purchasing history on a quarterly basis (July 1 – June 30).

Customer, in order to insure the validity of the activity report, will reference the Master Purchasing Agreement Number 44619 and list the Customer's purchasing location and address on each purchase order. Customer also will specifically request that any dealer they may place any order through will reference the Agreement Number 44619 and list the Customer's purchasing location and address. Customer understands that Kimball Office can only verify the accuracy of the activity report if the Agreement Number 44619 and Customer's purchasing location and address are placed on each order. Customer will also continue to provide an updated list of affiliates eligible to participate in this Agreement.
7. **VOLUME INCENTIVE REBATE**

Customer will earn a 2% volume incentive rebate based upon their cumulative annual shipped purchases as determined by all orders reflecting the Agreement Number 44619 and as reported in the “Activity Reports”. The initial volume incentive period will begin with the execution of the contract and run through June 30, 2015, and will be awarded on a semi-annual basis. Thereafter, the volume incentive period will be July 1 through June 30 and will be awarded on a semi-annual basis.

8. **QUALITY AND WARRANTY**

Kimball Office warrants that all Products will conform to specifications as stated in Price and Product manuals. Current Product warranty terms and conditions are set forth in Attachment C.

---

**APPROVED AND AGREED TO:**

**UNIVERSITY OF MISSOURI**

---

**CUSTOMER**

---

**By**

Kristen Meade
Print Name

**Director of Supply Chain**

Title

06/16/2015
Date

**KIMBALL OFFICE INC.**

---

**By**

Mike Wagner
President, Kimball Office

2/1/15
Date

---

**APPROVED AS TO LEGAL FORM**

---

KIMBALL OFFICE INC.

---

Apr 02, 2015
PRODUCTS AND PRICING

1. Pricing of all Products to Customer shall be current list price in effect at time of order entry less the following applicable discount:

<table>
<thead>
<tr>
<th>Products</th>
<th>Per Order Dollar Value by each product group</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimball Office Casegoods and Tables, Seating, and Perks</td>
<td>1 – 99,999</td>
<td>56%</td>
</tr>
<tr>
<td></td>
<td>100,000 – Over</td>
<td>Negotiable</td>
</tr>
<tr>
<td>Kimball Office Systems</td>
<td>1 – 99,999</td>
<td>66%</td>
</tr>
<tr>
<td></td>
<td>100,000 – Over</td>
<td>Negotiable</td>
</tr>
<tr>
<td>Kimball Office Hum.Minds at Work</td>
<td>1 – 99,999</td>
<td>66%</td>
</tr>
<tr>
<td></td>
<td>100,000 – Over</td>
<td>Negotiable</td>
</tr>
<tr>
<td>Kimball Office Metal Filing and Storage</td>
<td>1 – 99,999</td>
<td>56%</td>
</tr>
<tr>
<td></td>
<td>100,000 – Over</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

2. Dealer installation service is available and will be quoted on request.

3. New Kimball Office products and programs will be added to this Agreement according to pricing mutually agreed to by Customer and Kimball Office.

REFERENCE
Kimball Office may refer to the name of Customer in Kimball Office’s list of current customers for Product sales and marketing purposes.

AUTHORIZED DEALER(S)

Working Spaces
11624 Page Service Drive
Saint Louis, MO 63146-3533

Working Spaces
104 W 9th Street, Ste 101
Kansas City, MO 64105-1718

Working Spaces
2801 Woodard Drive
Columbia, MO 65202

Additional dealers may be added per written request from Customer.
Attachment B
Kimball Office
Terms and Conditions

Purchase orders must be received with complete information, which includes the following:

- Complete/valid model numbers
- All textile, finish, and material specifications for each line item.
- “Ship to” address and contact
- Special shipping instructions (tagging, requested dates, etc.)
- Billing address
- Net prices

Submit orders electronically via EDI or OrderXchange.

To order literature or check order status on-line, please visit us at www.kimballofficepartner.com.

The customer bears sole responsibility for order correctness. Orders are accepted only by issuance of Kimball Office's formal order confirmation and are subject to the terms and conditions set forth herein, notwithstanding any variance in terms and conditions set forth on buyer's order forms. The order confirmation is the final agreement between the customer and Kimball Office and supersedes all prior oral, written or electronically transmitted statements regarding the order. Kimball Office will attempt to meet all requested ship or delivery dates. If no specific date is requested, we will assign the best possible ship date available.

Change and Cancellation Guidelines:
A confirmed order may not be changed or cancelled, in whole or in part, without prior written consent of Kimball Office. Expenses incurred because of the changes shall be charged to the Purchaser. In the event of cancellations, Purchaser will be liable for reasonable cancellation charges established by Kimball Office. Changes may affect delivery dates.

No changes or cancellations will be accepted after order entry for nonstandard lead time products including:
- Kwik Office offerings
- Engineer-to-Order (modified or non-standard products)
- Alliance Program (Pollack, Maharam, and Momentum upholstery)
- Customer's Own Material (COM)
- Customer's Own Leather (COL)
- Customer Specified Laminate (CSL)
- Customer Specified Paint (CSP)
- Mock Ups
- Service Parts/Replacements

Our manufacturing flexibility allows us to accommodate requests for noncataloged product. We are happy to discuss your unique product requirements and determine feasibility and pricing. Contact By Design for assistance at 800.482.1616 extension 6002.

Wood Finish Color Matching
Each piece of natural veneer offers unique texture and grain. Minor variations in finish color and value may occur due to the natural characteristics of wood. Kimball Office carefully selects all materials used in every product ensuring a commercially acceptable color and finish. Factors such as aging and exposure to light alter finishes.
Fabric Color Matching  
Kimball Office will always ship a satisfactory commercial match on fabric. Because of industry dye-lot variation, colors may not match exactly.

Net 30 days. If the invoice amount is not paid in full within the terms of the invoice, the invoice may be subject to a monthly finance charge equal to the lesser of 1.5% or the highest amount permitted by law. List prices include freight charges; however, they do not include:  
- Storage and insurance charges  
- Sales and other taxes  
- Local delivery, unloading, or installation

These items will be invoiced as separate line items. All prices herein are delivered list price, unless noted, effective January 17, 2011, and supersede all other published prices. Prices shown cover standard product only, additional charges will be applied for changes to standard product. Kimball Office reserves the right to change prices without prior notice. Prices herein are only for shipment within the continental United States or Canada.

Selling Information  
Distribution of this price list does not in itself constitute an offer to sell. Orders can be received only from authorized Kimball Office customers. Kimball Office price lists and catalogs are not available to the general public.

Kimball Office reserves the right to make changes in design, specifications, and construction or discontinue products without prior notice.

All shipments are F.O.B. point of shipment, freight prepaid, and allowed to one continental U.S. or one Canadian destination. International shipments and shipments into the states of Alaska and Hawaii are freight prepaid and allowed to port of exit. Kimball Office reserves the right to select the most appropriate F.O.B. point, carrier, and routing on all shipments.

Normal delivery hours are 8:00a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday. Any delivery arrangements made outside of normal delivery times are subject to additional charges. Any charges incurred because of failure to receive a shipment or offload a shipment in a timely manner (maximum time allowed to offload trailer: 3 hours), will be billed to the sold-to customer. Any charges as a result of rerouting a shipment while in transit will be billed to the sold-to customer.

Any order requiring Special Delivery Service will incur additional charges.  
All such requirements must be noted on the purchase order. These are services that are not included in the standard price of the product or require the usage of specialized carriers. These services include:  
- Weekend delivery (after 3:00 p.m. Friday through Sunday evening)—$500 charge.  
- Inside delivery—minimum $50 charge. Note: Must be approved & coordinated 10 days prior to shipment.  
- Non-dock delivery—minimum $50 charge.  
- JIT delivery (specific day and/or time)—Orders under $25,000 list will incur a $125 charge.  
- Rush delivery (1-3 days from ship date)—Contact Customer Service for charges.

Carrier Selection  
Kimball Office reserves the right to select the most appropriate mode of shipment. Kimball Office relinquishes all responsibility for goods shipped upon a clean receipt from the carrier. Customer bears the risk of loss or damage during shipment.

Packaging  
Kimball Office's standard method of shipping is to carton all items. Certain full truck load shipments may qualify for special consideration. Contact Kimball Office for guidelines. International shipments can be crated at the customer's request. The expense of crating will be the responsibility of the customer.
Loss, Damage, or Delay

Kimball Office shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control including but not limited to fire, strike, weather, wreck or delay in transportation. In the event of delay due to any such cause, the delivery date will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Storage

If the customer requests a change of ship date and the product is in production, Kimball Office reserves the right to transfer the product to storage at the customer's risk and expense. All requests to store product must be approved by Kimball Office Customer Service and may be subject to storage fees. Such transfer to storage will be deemed delivery to the customer for all purposes including insurance, liabilities, invoicing, and payment.

Returned Merchandise

Merchandise will only be accepted for return under the following conditions: 1) The product is a “made to stock” item; and 2) Return Goods Authorization (RGA) is given to you by your Customer Service Team.

All returns are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued.

All products produced by Kimball Office are carefully inspected and properly cartoned prior to shipment. All shipments are delivered to the transportation company in good condition. If you receive a shipment that has damage, product shortages, or delivery has been delayed by the transportation carrier, the following steps must be taken:

1. Before signing for the merchandise, make notation of all visible damage, shortages and/or time of truck arrival on the bill of lading.
2. Contact Customer Service within 15 calendar days of delivery receipt to report issue. We will advise whether a freight claim will need to be filed based on mode of transportation.
3. If claim must be filed, carrier must be contacted within 15 calendar days of delivery. Retain all shipping cartons for inspection by the carrier agent.
4. A copy of the Carrier Disposition Letter must be sent to Customer Service to receive additional credit on concealed damage issues via Redistribution/ LTL carrier shipments.
Kimball Office warrants that its products sold hereunder are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. Normal use is defined as the equivalent of a single-shift, 40-hour work week. Itsa and Campos seating models are warranted for three-shift (24/7) service. In the event that use of a product exceeds normal use, the warranty period for such product will be reduced to 12 years from date of manufacture, and the warranty for the product’s components that fall under different warranty limitations, as listed below, will be reduced to one-third of the original warranty. At its option, Kimball Office will repair or replace with comparable product, excluding Bingo Seating, free of charge to the customer, any product, part or component manufactured and/or sold in North America after November 6, 2000, and after January 21, 2002 for Skye Seating, which fails under normal use as a result of such defect. This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

Kimball Office warrants that its Bingo products are free from defects in materials and workmanship given normal use and care for five years of single shift service. At its option, Kimball Office will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold in North America after June 18, 2001, which fails under normal use as a result of such defect. This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

All warranties run from date of manufacture.

Warranty periods are limited for certain products and/or component parts as follows:

10-Year Warranty: Seating mechanisms - Veneers
5-Year Warranty: High-wear parts (such as casters, glides, drawer slides, moving chair arms) - Pneumatic lifts
   - Electrical/power products - Inflatable lumbar supports - Lighting - Desk sets - Monitor arms - Keyboard kits - Covering
   - Materials (such as foam, mesh, most textiles, laminate, thermofoil, and decorative trim) - Poly™ seating - Marker Boards
3-Year Warranty: Wool felt - Custom products - Carnegie Fabrics - Itsa Mesh - Campos Mesh
1-Year Warranty: Fit lounge and headrest

This warranty does not cover:
- The substitution of non-Kimball Office components for use in place of Kimball Office components
- Naturally occurring variations and differences in grain character and color between and within wood species
- Natural variations in marble and leather
- Damage caused by a freight carrier
- Normal wear and tear arising from product use
- Damage resulting from improper use or storage of the product
- C.O.M. (Customer’s Own Material) or any other non-standard material specified by the customer, including attributes such as appearance, durability, quality, performance, colorfastness, etc.
- Knoll® Textiles, Maharam, Momentum, and Mayer Fabrics alliance programs
- Alterations to the product not expressly authorized by Kimball Office
- Products considered to be of consumable nature (such as bulbs, light ballast, and certain electronic products)

This warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball Office installation and/or application guidelines, and installed by an authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

Facilities managers and users are urged to make periodic inspections to look for signs of structural fatigue, damage or potential failure that may occur as a result of daily handling and use. Inspections should include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

As the manufacturer of your furniture, we stand behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively.