University of Missouri System
Purchasing Contracts/Agreements

Company Name: Knoll Office
Contract Number: 50315
Contract Period: July 30, 2015- July 30, 2020
Initial Terms: 1 year
Renewal Terms: Plus 4 one-year renewals.

Description of Products: Office Furnishings

Ordering Information:

Delivery Process Information: See attached agreement

Sales Representative/Contacts (for each campus if necessary)

KNOLL Direct
Becky Long
E-mail: blong@knoll.com
314-422-4873

Contract SSS Contact Person: Darla Higgins
higginsdj@umsystem.edu
573.884.8695

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

Attachments (if any)

Last Updated 11/13/2015
Memorandum of Understanding

THIS Memorandum of Understanding (MOU), is made by and between the Curators of the University of Missouri, and Knoll, Inc. ("Knoll"), a manufacturer of office furniture and accessories having its principal offices located at 1235 Water Street, East Greenville, PA 18041, and The Curators of the University of Missouri, ("The University of Missouri") an educational institution of Missouri, having its principal offices at 1105 Carrie Franke Drive, Columbia, Missouri 65211, and includes all divisions, sub-divisions, and affiliates.

I. PURCHASE AND SALE OF PRODUCTS

1. Knoll agrees to sell, and the University of Missouri agrees to purchase, certain of those products defined in Section III, below and identified by the University of Missouri from time to time; as the University deems the purchase(s) is in the best interest of the University.

2. Knoll shall: (a) contact all locations of the University of Missouri and its affiliates, divisions and subdivisions identified to Knoll from time to time, (b) furnish each such location with Knoll's then-current Product catalogs and (c) make periodic visits to the University of Missouri's facilities to update such catalogs as necessary.

3. Knoll shall provide to the University of Missouri ongoing assistance with product specification when necessary and at no additional charge.

II. TERM OF CONTRACT

1. This agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one (1) year with up to four (4) additional one year periods, subject to the early termination provision set forth below.

2. Knoll and the University of Missouri may terminate this Agreement upon thirty (30) days advance written notice to the other party. The foregoing notwithstanding, the University of Missouri may not exercise the foregoing termination right unless and until the University of Missouri pays Knoll in full, for all work in process, finished Product and inventory produced or held by Knoll pursuant to one or more purchase orders issued by the University of Missouri.

III. PRODUCTS

As used in this Agreement, the term “Products” shall mean: (a) all Products identified in Knoll's current catalogs, and (b) all Products described in subsequent Knoll catalogs as the parties may agree.
IV. PRICING

1. Pricing for Products purchased from Knoll shall be the Knoll published list prices in effect on the date of Knoll’s receipt of the University of Missouri’s purchase order, subject to the following discounts:

<table>
<thead>
<tr>
<th>Catalog Systems</th>
<th>Discount from List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antenna, AutoStrada, Currents, Dividends, Morrison &amp; Reff</td>
<td>67.50%</td>
</tr>
<tr>
<td>Tables Tone</td>
<td>67.50%</td>
</tr>
<tr>
<td>Template</td>
<td>67.50%</td>
</tr>
<tr>
<td>Filing Systems and Storage</td>
<td></td>
</tr>
<tr>
<td>Anchor Storage</td>
<td>67.50%</td>
</tr>
<tr>
<td>Callibre</td>
<td>57.29%</td>
</tr>
<tr>
<td>Tables</td>
<td></td>
</tr>
<tr>
<td>Crinion Open Table</td>
<td>57.29%</td>
</tr>
<tr>
<td>Office Seating</td>
<td></td>
</tr>
<tr>
<td>All Office Seating (except Moment)</td>
<td>57.29%</td>
</tr>
<tr>
<td>Moment</td>
<td>50.56%</td>
</tr>
<tr>
<td>KnollExtra</td>
<td>57.29%</td>
</tr>
<tr>
<td>KnollStudio</td>
<td>51.08%</td>
</tr>
<tr>
<td>k lounge</td>
<td>51.08%</td>
</tr>
<tr>
<td>Wood Casegoods</td>
<td>57.29%</td>
</tr>
<tr>
<td>Renewal Parts</td>
<td>38.20%</td>
</tr>
</tbody>
</table>

Projects of $500,000 List Value or Greater Negotiable by Project

2. Dealer Service Options:

DEALER/INSTALLER:

Columbia:

CI Select (Dealer and Installer)
Dan Tramelli, CI Select Sales Representative
dtramelli@ciselect.com
(314) 686-6915
Kansas City:
Spaces (Dealer) and subsidiary company evologic (Installer)
Lene Yeo, Spaces Sales Representative
lyeo@spacesinc.com
(913) 894-8900

Rolla:
Cl Select (Dealer and Installer)
Tim Rhody, Cl Select Sales Representative
trhody@ciselect.com
(314) 686-6949

St. Louis:
Cl Select (Dealer and Installer)
Tim Rhody, Cl Select Sales Representative
trhody@ciselect.com
(314) 686-6949

INSIDE DELIVERY/INSTALLATION:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Inside Delivery Upcharge (% of Sell Price)</th>
<th>Installation Upcharge (% of Sell Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbia</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
<tr>
<td>Kansas City</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
<tr>
<td>Rolla</td>
<td>9.00%</td>
<td>Basic 11%, Complex 13%</td>
</tr>
<tr>
<td>St. Louis</td>
<td>4.75%</td>
<td>Basic 7%, Complex 10%</td>
</tr>
</tbody>
</table>

These charges will appear as a single line item on any quotes, purchase orders, acknowledgements and invoices.

3. A review will be made of purchases after twelve (12) months in an effort to further discount/incent specific products as standard purchases.

Knoll shall give ninety (90) days written notice of any and all list price increases. The University of Missouri agrees to notify The appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.

V. REBATE

1. A rebate will be paid to the University of Missouri for all purchases of Knoll products. The rebate is based on the net product price only, excluding taxes, freight, upcharges, fees, tooling, services, etc.

The rebate percent will be as follows:
<table>
<thead>
<tr>
<th>Net Annual Product Sales</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1-$299,999</td>
<td>2.5%</td>
</tr>
<tr>
<td>$300,000 &amp; over</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

The rebate will be paid within ninety (90) days of the end of the calendar year.

Example: Should the University of Missouri’s net purchases of products be $1,000,000 for calendar year 2015, Knoll will issue the University of Missouri a rebate of $30,000.

2. Nothing in this Agreement shall require the University of Missouri to buy any quantity or type of Knoll products.

VI. FREIGHT
Freight is prepaid and included in the price of all Products, except KnollTextiles, within the 48 contiguous United States for orders placed with Knoll, Inc. and within Canada, excluding the Yukon, Northwest Territories, Nunavut and Newfoundland for orders placed within Knoll North America Corp. Packing is tested for rigorous motion and transportation but is not guaranteed to protect furniture from all conditions. If special packaging is required for any reason, please consult with your sales representative or dealer. Seller shall select the method of shipment and routing. Freight for all KnollTextiles orders is prepaid and added to the invoice.

VII. INSTALLATION

**Inside Delivery:** Include delivery of ordered items to one designated area of their respective building, with no unboxing or installation required. Inside delivery shall be provided by the designated installer(s) within 3 days after receipt of shipment. Number of delivered items are not to exceed (10) units. Any quantities beyond (10) units would be considered a "Basic or Complex Install".

**Installation:** Includes delivery of furniture to the installation location/site, unpacking, and inspection for damage, assemble as required and show on installation drawings, setting furniture in place and removal of packing materials from the location/site. All furniture shall be in clean and operating condition, with no scratches, dents or other damage, before acceptance is made by the University.

**Basic Installation (7%) Installation:** Small unit projects consisting of less than (10) units, requiring basic assembly skills, such as: tables, chairs, under mount filing cabinets, etc...
**Complex Installation (10%) Installation:** Project installation situations that require complex assembly, but not at the level of Union/Professional labor; including but not limited to; coordination and building of office furniture systems, seating and ancillary furniture sets, requiring assembly, modular office stations, and case goods, where authorized trained installers are required.

**Specialized Large Extraneous Projects:** Large extraneous projects requiring expert, Union, professional installers outside the normal complexity of installations shall be quoted by the dealer on a case-by-case basis, at the discretion of the University of Missouri Design and Construction Services Designers, this would include all designers at each of the four-campus locations, depending on the project location.

***Installation is based on normal working hours (8am – 4pm), Monday through Friday. Owner’s premises should be in proper condition for receipt and installation of product, clear of debris, and with ample access to elevators, docks, and building entrances with no other trades on site. For installations outside of normal working hours, overtime rates will apply.***

**VIII. DESIGN SERVICES:**

Authorized Dealers must obtain written approval without exception by the University of Missouri, Procurement Services and/or Design and Construction Services for all Non-Designer requested projects. Design Services: $60.00 per-hour.

**IX. TERMS AND CONDITIONS**

1. All purchase orders submitted must reference this MOU number (#50315). Purchase orders are to be issued by the University of Missouri to an authorized Knoll Dealer who has executed a Knoll Letter of Participation and agrees to accept purchase orders under the terms and conditions of this MOU. Knoll and the University of Missouri may, in their sole discretion, may remove a Knoll Dealer from participating under this MOU upon thirty (30) days written to the Knoll Dealer. Purchase orders may be issued to the Dealer and sent via email to the appropriate contact listed above. (See Section IV, #2 on pages 2 and 3 for the contact associated with each campus.)

2. a. **Collection Costs:** This paragraph is eliminated from the terms and conditions.

b. **Statute of Limitations:** Except as specifically set forth in the Terms, Conditions, Rights and Warranties, no claims arising out of or in connection with products purchased from Knoll, these Terms, Conditions, Rights and Warranties or any product warranty applicable
to any Knoll product may be brought by Customer more than three (3) years after the cause of action on which it is based has accrued.

c. Jurisdiction and Venue (Changed to Governing Law):
The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from Knoll shall be governed in all respects by the laws of the State of Missouri U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or provisions of the United Nations Convention on Contracts for the International Sale of Goods.

3. Knoll will maintain, during the term of this agreement, insurance coverage in the amounts shown below:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>$1,000,000 Combined Single Limit per Occurrence and Aggregate</td>
</tr>
<tr>
<td>Commercial General Liability Coverage</td>
<td>$1,000,000 Combined Single Limit per Occurrence and Aggregate</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 Aggregate</td>
</tr>
</tbody>
</table>

5. Indemnification: Knoll, its employees and subcontractors shall to the extent of damage or injury caused by their own intentional or negligent acts or omissions, indemnify, defend and save harmless The Curators of the University of Missouri, their officers, Agents and Employees from and against all loss or expense from any claim by any third party alleging personal injury or property damage attributable to the intentional or negligent acts or omissions from Knoll under this agreement.

X. ASSIGNMENT

1. This agreement is assignable by the University of Missouri only to its own subsidiaries, divisions and affiliates. The University of Missouri shall not assign this agreement to others except as noted above without express prior written approval of Knoll.

XI. CONTROLLING LAW

1. This agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.
XII. NOTICE

All notices pertaining to this agreement shall be in writing delivered by certified U.S. mail, return receipt at addresses below:

To the University of Missouri at:  
University of Missouri  
113 Heinkel Building  
Columbia, Missouri 65211  
Attn: Darla Higgins

To Knoll at:  
Knoll, Inc.  
1235 Water Street  
East Greenville, PA 18041  
Attn: Director, Contract Admin.

XIII. DEALER & PROJECT INFORMATION

Knoll will provide the University of Missouri with a list of dealers that may be used for projects associated with this agreement. The list will include key contact information, previous campus projects the dealers have been involved with and a description of the projects.

Knoll and the dealer will provide the University of Missouri-Procurement and Design Services for each campus/ unit (i.e. Res. Life, Student Union, Hosp. designers) with updates of active projects every 30 days or as developments require.

In witness whereof the duly authorized representatives of The Curators of University of Missouri, and Knoll do hereby accept and execute this Agreement effective this ______ day of ____________, 2015 (the "Effective Date").

The Curators of the University of Missouri  
By: Kristen Meade  
Name: Kristen Meade  
Title: Director of Supply Chain

Knoll, Inc.  
By:  
Name: Bryan J Smith  
Title: DIRECTOR CONTRACT ADMIN.

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