

Multiple Party Buying Agreement 12/1/2020



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1. DEFINITIONS

- a. When used in this Agreement, the following terms shall have the meanings stated in this Section.
- b. **"Installer"** means the local authorized dealer of The HON Company which is providing support services to the End User, as agreed to by the End User, Dealer and Installer, for Products purchased by the Dealer pursuant to any Purchase Order initiated by the End User.
- c. **"Price Lists"** means the price lists for the United States, published by The HON Company, and amended from time to time, applicable to the Dealer (also referred to in Exhibit B to this Agreement as "pricer").
- d. **"Products"** means all office furniture and accessory products in the Price List.
- e. **"Purchase Order"** means each purchase order submitted by the Dealer pursuant to a written request by the End User and accepted by The HON Company, regarding the purchase of Products pursuant to this Agreement. The Dealer may accept multiple purchase orders relative to one project and combine them into one purchase order for submission to The HON Company.

2. PURCHASE ORDERS

- a. Each Purchase Order shall state the acceptable arrival dates for the Products listed on the Purchase Order. The arrival date shall be established by mutual agreement of the parties to this Agreement prior to the Purchase Order being delivered to The HON Company, and The HON Company and the Dealer will use their best efforts to comply with the arrival dates.

3. PURCHASE ORDER CANCELLATION OR CHANGES

- a. Cancellation of or changes to Purchase Orders shall be subject to the following conditions.
 - (1) For standard Products to be manufactured, no penalty if cancellation or change is made prior to The HON Company beginning manufacturing. Once manufacturing begins, the order is considered final and all order changes are subject to approval by The HON Company. Cancellations or changes accepted by The HON Company may be subject to its normal processing fee; and
 - (2) For special order Products or any other situation, The HON Company may impose its normal special order charge in effect from time to time.

4. INTELLECTUAL PROPERTY

- a. The HON Company agrees to defend, at its own expense, any claim against the Dealer or the End User for infringement of any United States patent, copyright or trademark by the Products so long as the Dealer and the End User promptly give The HON Company notice of any such claim and assist in all ways reasonably required by the HON Company in defending against the claim. The HON Company reserves the right to discontinue deliveries of any Products if, in its sole opinion, the manufacture, sales or use of such Product would infringe any patent, copyright, trademark, or other right now or hereafter issued or existing.

5. NOT A REQUIREMENTS CONTRACT

- a. This Agreement and the pricing of Products are based on the End User's best good faith estimates. The End User shall strive to fulfill these purchase order estimates, but shall have no minimum purchase obligation under this agreement. The End User shall only have the obligation to purchase Products if and when it initiates a Purchase Order for Products. The parties understand that the pricing and terms and conditions of sale of Products are subject to modification, if End User estimates are not reasonably met, in The HON Company's discretion.

6. PRICING

- a. The prices, terms and conditions of sales of Products by the Dealer to the End User shall be agreed upon between the Dealer and the End User. The cost terms and conditions of special services to be provided by the Dealer shall be negotiated between the End User and the Dealer.

7. TERMS AND CONDITIONS

- a. All purchases of Products from The HON Company by the Dealer under this Agreement shall be subject to The HON Company's terms and conditions in effect at the time The HON Company receives the Purchase Order from the Dealer. The Dealer must be an authorized dealer of The HON Company in good standing at the time any Purchase Order is submitted.

8. DELIVERIES

- a. Unless otherwise agreed to in writing between The HON Company, Dealer or Installer, and the End User, deliveries of Products shall be performed as follows.
 - (1) Deliveries will be made on days and at times mutually agreed upon so as to not interfere with the End User's normal business activities.
 - (2) If delays at the End User's designated delivery location postpone delivery of the Products, the Products will be stored by Dealer until delivery can be accomplished. The End User shall pay transfer and

Storage charges incurred. Labor charges for loading and unloading the Products will be at rates agreed upon between the Dealer or Installer and the End User.

9. WARRANTY

- a. The HON Company's warranty for the Products shall be the warranty in effect at time of order. The current warranties are stated in Exhibit A to this Agreement.
- b. EXCEPT AS STATED IN EXHIBIT A, THE HON COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AN IN PARTICULAR, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCT. IN NO EVENT SHALL THE HON COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES, INSTALLATION COSTS, PROFITS OR GOODWILL, ARISING FROM ANY PRODUCT DEFECT. THE REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT (AT THE HON COMPANY'S SOLE OPTION) UNDER THIS WARRANTY IS THE END USER'S EXCLUSIVE REMEDY.
- c. The warranty stated in Exhibit A does not cover any materials furnished by the End User and affixed to the Products at the End User's request.

10. INSTALLATION

- a. After delivery of the Products to the End User at the installation site (or such other locations as the End User designates) and except for loss or damage to the Products caused by The HON Company, Dealer, or Installer during delivery or the installation process, any loss or damage to the Products (including, but not limited to, that caused by construction activity, vandalism, theft, fire or the elements) will be the responsibility of the End User and the End User agrees to hold the Dealer, Installer and The HON Company harmless from loss for such reason.
- b. Unless otherwise agreed in writing between the Dealer or Installer and the End User, Installation of Products shall be performed as follows:
 - (1) Installations will be made on days and times mutually agreed upon so as to not interfere with the End User's normal business activities.
 - (2) The End User will use reasonable efforts to provide:
 - (i) Adequate facilities for off loading, staging, moving and handling of Products,
 - (ii) Job site clean and free of debris prior to installation, and
 - (iii) Electricity, heat, hoisting and elevator service without charge to The HON Company, Dealer or Installer.
 - (3) The installation does not include power hookups or various electrical work.
 - (4) Whenever installation cannot be scheduled within a reasonable time after delivery, Products shall be stored in a safe and adequate site agreed to and payment for, negotiated between the Dealer and the End User prior to placement of order.
 - (5) If trade regulations or union jurisdictional agreements in effect at the time of installation require the use of tradesmen at the site other than Dealer's or Installer's own personnel, any resulting additional expenses shall be reimbursed to Dealer or Installer by the End User.

11. INSURANCE

- a. Notwithstanding any other terms and conditions in this Agreement, the Dealer or Installer shall assume all Liability for damage or loss to Products or injury to persons as a result of the installation process. The Dealer or Installer shall maintain in effect during the installation process at least the following insurance coverages:
 - (1) Public Liability Insurance, including contractual coverage and products and completed operations coverage -- \$3,000,000
 - (2) Worker's Compensation -- Statutory amount
 - (3) Auto Liability Insurance -- \$1,000,000
- b. The Dealer shall be responsible for ensuring that the Installer, if any, has such insurance coverage in effect. The Dealer or Installer, as appropriate, agrees to provide a Certificate of Insurance evidencing such coverage's prior to commencing installation activities.

12. **NOTICES**

a. All notices required under this Agreement shall be in writing and shall be given by depositing in U.S. Mail, first class, postage prepaid, by overnight courier or by facsimile transmission, addressed to the Contact Person at the address listed below in this Agreement for the End User and the Dealer, and to Vice President, Finance, The HON Company, 200 Oak Street, Muscatine, IA 52761, for the HON Company.

13. **APPLICABLE LAW**

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas.

14. **MISCELLANEOUS**

a. Captions are for convenience only and do not affect the interpretation of this Agreement. Unless the context clearly indicates otherwise, in this Agreement the use of any singular includes the plural and vice versa; and the use of gender is applicable to any other gender.

15. **MODIFICATION OF AGREEMENT**

a. Except as otherwise provided in this Agreement, any modification of this Agreement may be made only by an instrument in writing signed by or on behalf of the party to be charged.

16. **NO WAIVER**

a. No delay on the part of any party to this Agreement in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude it from any further exercise of the right or remedy, or the exercise of any other right or remedy.

17. **COMPLIANCE WITH LAWS**

a. The Dealer shall conduct its operations in compliance with all applicable laws and regulations of all jurisdictions having contract with the transaction contemplated by this Agreement.

18. **FORCE MAJEURE**

a. The obligations of The HON Company, Dealer and End User under this Agreement shall be suspended during any period of delay arising from strikes, fires, accidents, transportation delays, acts of God, governmental regulations and other occurrences beyond the parties' respective control. If one party is prevented from performing under this Agreement for at least thirty (30) days, this Agreement may be terminated immediately by any party providing notice of termination to all other parties; provided, however, that all orders already received and in process at a manufacturing facility of The HON Company shall not be affected nor cancelled by such termination notice.

19. **TERM AND TERMINATION**

Begin 12/1/2020 _____
Expires 11/30/2021 _____

a. The term of this Agreement will begin and expire on the dates shown adjacent to this provision, provided that the Agreement is subject to review thirty (30) days prior to expiration date, for possible renewal which renewal will be in The HON Company's discretion and based in part on achievement of satisfactory results as defined within Section 5. Any party may terminate this Agreement at any time without cause, by giving thirty (30) days written notice to the other parties. Termination will not affect any outstanding Purchase Orders, amounts owing and unpaid pursuant to any Purchase Order, or amounts otherwise owing pursuant to the terms of this Agreement.

20. **RIDERS**

a. The following Riders are attached to and hereby incorporated as part of this Agreement.

Voting members are: Collin County Purchasing, Collin College, City of Allen, City of Carrollton, City of Plano
City of Richardson & Plano ISD

END USER
"End User"

Name Collin County Community College District
Address 3452 Spur 399
City McKinney State Texas 75069
Signature *Cindy White*
Name (type or print) Cindy White
Title Director of Purchasing Date 12/11/2020
Signature *Melissa Irby*
Name (type or print) Melissa Irby
Title Chief Financial Officer Date Dec 14, 2020

DEALER
"Dealer"

Name Plano Office Supply Co.
Address 1405 E. Plano Parkway
City Plano State Texas 75074
Signature *Will Watts*
Name (type or print) Will Watts
Title Principal Date 12/02/20

THE HON COMPANY
A Division of HNI Corporation
200 Oak Street
Muscatine, IA 52761
"HON" or
"The HON Company"

Signature *David Bizak*
Name David Bizak
Title Vice President, Finance Date 12/01/2020

HON FULL LIFETIME WARRANTY

HON.

FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- 4-Way Stretch Mesh
- Seating controls
- Pneumatic Cylinders
- Wood Seating
- Accessories
- Laminate Surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe® Patient Recliner Mechanism

HON'S FULL 7-YEAR WARRANTY

- Coordinate™ Height Adjustable Bases

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating fabrics
- Electric Height Adjustable Bases (Including Memory Control)
- Coordinate™ Desktop Sit-to-Stand Riser
- Soothe® Patient Recliner Central Lock Mechanism
- Soothe® Patient Recliner Pivoting Arm
- Between™ Multi-Purpose Table
- Acoustic Solutions by Unika Visev
- Mod

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12-, 10-, and 5-year warranties. These exclusions are:

- All HON products that are covered under a separate 5-year warranty.
- Color-fade/loss or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) supplied by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfer caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON Customer Support/Tailored Solutions with questions.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion or implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

HON LIMITED 5-YEAR WARRANTY



LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace HON products or components covered under this warranty that are found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to the products listed here manufactured after January 1, 2018.

LIMITATIONS:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

EXCLUSIONS:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

SEATING USAGE

Normal commercial use for seating is identified as the equivalent of a single shift, forty-(40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A WORD ABOUT COLOR VARIATIONS, FABRICS AND FINISHES:

The HON Company does not warrant the color-fastness or matching of colors, grains or textures of covering materials.

CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

TO OBTAIN SERVICE UNDER THIS WARRANTY:

Your HON® Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim. Inspect the product and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs or replace the product.

EXHIBIT B

Initials

Ender User _____
Dealer W
Bid Dept DM

Product Standard Listing and Buyer's Discount:

List Product

Systems

Metal Desking

Lateral Storage

Filing/Storage

Casegoods & Tables (laminated & veneer)

Seating - Steel

Seating - Wood

VOI

Education

% off list to Collin County MPA Members

74.1%

65.9%

74.9%

71.1%

64.8%

64.5%

64.5%

64.7%

61.7%

Terms of Sale:

Current pricer in effect at the time of order entry.

Installation Charges:

To be determined on an order by order basis.

Terms of Sale:

To be determined on an order by order basis.

EXHIBIT C

Initials
Ender User _____
Dealer _____
Bid Dept _____

Site Locations of Operating Units and Subsidiaries Eligible for this Contract:

County, City and non-federal entities within Collin County, TX
Eligible users as identified by voting members.

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