Multiple Party Buying Agreement

2/1/2025







Agreement Pages 1-7 Exhibit A Pages 8-10

Exhibit B Page 11

Exhibit C Page 12

GENERALTERMS

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. "Pricelists" 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.

THE HON COMPANY'S SALES TO DEALERS

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:
 - 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 prior to commencing installation activities.

MISCELLANFOLIS TERMS

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 Erd User and the Dealer, and to Vice President, Finance, The HON Company, 600 East 2nd 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 a. Except as otherwise provided in this Agreement, any modification of this **AGREEMENT** 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.

TERM AND TERMINATION

19. TERM AND TERMINATION

Begin

2/1/2025

Expire

1/31/2026

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.

RIDERS

20. RIDERS

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

Collin County Governmental Purchasers Forum

CITIES/TOWNSHIPS

City of Allen
City of Anna
City of Blue Ridge
City of Carrolton
City of Celina
City of Fairview
City of Frisco
City of Garland
City of Josephine
City of Lucas
City of McKinney
City of Murphy
City of Parker
City of Plano
City of Princeton
City of Prosper
City of Richardson
City of Sachse
City of Wylie

COLLEGES/ISDS

Allen ISD
Celina ISD
Collin County Community College
Frisco ISD
Lovejoy ISD
McKinney ISD
Plano ISD
Princeton ISD
Richardson ISD
University of Texas at Dallas
Wylie ISD

OTMCR

Collin County Children's Protective Services Board
Collin County MHMR Life Path Systems
North Texas Tollway Authority (NTTA)
North Texas Water Municipal District (NTMWD)

	SIC	NATURES
END USER	Name	Collin County Community College District
	Address	3452 SPUR 399
	City	MCKINNEY State TX 75069
	Signature	Cindy White
	Name	Cindy White
	Title	Executive Director Procurement Services Date
	Signature	Melissa Arby
	Name	Melissa Irby
	Title	Chief Financial Officer Date 12/09/2024
DEALER	Name Address City Signature Name Title	Plano Office Supply Co. 1405 East Plano Parkway Plano State Will Watts President Date 12/5/2024
THE HON COMPANY, LLC on behalf of itself & its affiliates	Name Address City Signature <	The HON Company, LLC 600 East 2nd Street Muscatine State Iowa 52761 Eric Schroeder
	Title	Vice President, Finance Date 12/4/34

HON FULL LIFETIME WARRANTY INFORMATION

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

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free

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

covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year

HON'S FULL 12-YEAR WARRANTY

- 4-Way Stretch Mesh

HON'S FULL 10-YEAR WARRANTY

HON'S FULL 5-YEAR WARRANTY

- Electric Height-Adjustable Bases (Including Memory Control)
- Soothe® Patient Recliner Central Lock Mechanism
- Soothe® Patient Recliner Pivoting Arm

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

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.
- occurring in wood, leather, or other materials that naturally exhibit
- Customer's own materials (COM) selected 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
- Product normal wear and tear, which are to be expected over the
- Products that were not installed, used, or maintained in accordance

- and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON

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

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 of implied warranties noted in the above paragraph does not apply to you, states do not allow the exclusion or limitation of incidental or



HON LIMITED 5-YEAR WARRANTY

YOUR HON 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 products listed on page 2 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.

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HON LIMITED 5-YEAR WARRANTY

PRODUCT LIST:

H434 H482 H484 HBL2101 HBL2101BF HBL2102 HBL2103 HBL2111 HBI 2111BF HBL2115 HBL2121 HBL2123 HBL 2145 HBL2146 HBL2155 HBL2162 HBL2163 HBL 2164 HBL2171 HBL2180 HBL2183 HBL2194 HBI 2211 HBL2213 HBL42CU HBL72BFMODG HBL72HDG HBLC48D HBLC72R HBI H3160 HBLH3170 HRI MT48A HBLMT48B HBLMT48R HBLMTO48A HBLMTO48B HBLMTO48R HBLPBRIDGE **HBLPCLASSIC** HBLPCONTEMP **HBLPWC НВМР2В** HBMP2F HBMPT4824P HBMPT4824X HBMPT48MOD HBMPT6024P HBMPT6024X HBMPT60MOD HBMPT7224P HBMPT7224X HBMPT72MOD HVL206 **HBTMS** HVL210 HBV-P4224 HVL215 HBV-P4230 HVI 220 HBV-P4236 HVL302 HBV-P4242 HVI 303 HBV-P4248 HVL402

HBV-P4260

HBV-P4272

HBV-P6024 HBV-P6030 HBV-P6036 HBV-P6042 HBV-P6048 HBV-P6060 HBV-P6072 HBV-P7224 HBV-P7230 HBV-P7236 HBV-P7242 HBV-P7248 HBV-P7260 HBV-PBS HBV-PWB1 HBV-QC180 HBV-QC90 HBV-TBASE HBV-VSH24 HBV-VSH30 HBV-VSH36 HBV-VSH42 HBV-VSH48 HBV-VSH60 HBXRISER HC184236 HC187236 HML8851 HMI 8852 HML8858 HMNG15PED HMNG30FCD HMNG30FCO HMNG30STDM HMNG36FCD HMNG360VRD HMNG36STDM HMNG48WKSL HMNG600VRD HMNG60WKS HMNG60WKSL HMNG72WKS HMNGDLEG HMNGOHLEG HVL103 HVL105 HVL108 HVL131 HVL151 HVL161 HVL171 HVL205

HVI 443

HVL508

HVL511 HVL515 HVL518 HVL521 HVL525 HVL528 HVL531 HVL532 HVL534 HVI 538 HVL541 HVL551 HVL581 HVL582 HVL585 HVL601 HVI 604 HVL605 HVL606 HVL616 HVL641 HVL643 HVL653 HVL685 HVL691 HVL693 HVL701 HVL702 HVL705 HVL712 HVL721 HVL844 HVL852 HVL853 HVL862 HVL864 HVL871 HVL872 HVI 873 HVL887 HVL888 HVI 981 HVL982 HVL991 HVL995 HVLPERCH HBLDCH7296A1 HBLDCH7296ES HBI DCH7296N HBLDCHL7272A1 HBLDCHL7272ES HBLDCHL7272N HBLLPP6678A1 HBLLPP6678ES HBLLPP6678N HBLLPP8484A1

HBLLPP8484ES

HBLLPP8484N

HBLMTB12A1

HBLMTB12ES

HBLMTB12N

HBLMTB16A1 HBLMTB16ES HBLMTB16N HBLMTB8A1 HBLMTB8ES HBLMTB8N HVL891 HVL892 HVL893 HVI 894 HVL895 HBLMTR12A1 HBLMTR12ES HBLMTR12N HBLMTR16A1 HBLMTR16ES HRI MTRI6N HBLMTR8A1 HBLMTR8ES HBLMTR8N HBLP3060A1 HBLP3060ES HBLP3060N HBLPP3066A1 HBLPP3066ES HBLPP3066N HBLUPP7210A1 HBLUPP7210ES HBLUPP7210N HBLUPPH72114ES HBLUPPH72114A1 HBLUPPH72114N HMLDP6024W HMLDP6024C HMLDPF07660W HMLDPF07660C HMI DE6060W HMLDF6060C HMLDPF7260W HMLDPF7260C HMLDPF07260W HMLDPF07260C HMLDPF076602W HMLDPF076602C HMLDPF06082W HMLDPF06082C HMLD60W HMLD60C HMI DE60W HMLDF60C

EXHIBIT B

Initials

Dealer WW
HON Co. ES

Product Standard Listing and Buyer's Discount:

List Product

% off list to Collin County MBPA Members

Systems	74.1%
Metal Desking	65.9%
Lateral Storage	74.9%
Filing/Storage	71.1%
Casegoods & Tables (laminate & veneer)	64.8%
Seating – Steel	64.5%
Seating – Wood	64.5%
VOI	64.7%
Education	61.7%

List Price:

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

End User ____

Dealer

MM

HON Co. _

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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.