

## KNOLLTEXTILES SELLING POLICY

This KnollTextiles Selling Policy only applies to online sales of KnollTextiles Product Lines ("Products") made or distributed by Knoll, Inc. ("KnollTextiles", "We", "Us" or "Our") through the KnollTextiles website and replaces any other documents or discussions Knoll previously had with You, the purchaser ("You" or "Your"). All prices, terms, discounts and product offerings are subject to change without notice.

### ORDER CONFIRMATION

Your order is not binding on KnollTextiles until You have received Our order confirmation, which will be transmitted to You through electronic mail. You should print and review Your order confirmation and retain a copy for Your records. KnollTextiles reserves the right, without notice to You, to limit Your order quantity and/or refuse service to any customer. Knoll reserves the right to cancel any order and to correct any errors, inaccuracies or omissions.

### PRICING

The prices charged by KnollTextiles shall be those prices in effect on the date of Our receipt of a complete order from You. These prices do not include the cost of shipping the Products to Your designated "Ship To" address. Shipping and Handling along with taxes; are additional. You will be charged these additional amounts at the time Your order is shipped.

### TAXES

All sales, use, excise and other taxes applicable to the sale of the Products are Your sole responsibility and will be charged at the time the Products are shipped. KnollTextiles will provide You with an estimate of these taxes at the time You submit Your order; however, this estimate may be revised by Knoll when Your order is shipped and You are ultimately responsible for verifying Our calculation for the state in which You reside.

### SHIPPING AND HANDLING

Shipping and Handling charges applicable to the sale of the Products are Your responsibility and will be charged at the time the Products are shipped. KnollTextiles will provide You with an estimate of these costs at the time You submit Your order; however; this estimate may be revised by Knoll when Your order is shipped.

### TERMS OF PAYMENT

You are required to provide a valid credit card number to KnollTextiles when Your order is submitted. By submitting Your order, You authorize KnollTextiles to charge Your credit card for the entire purchase price, plus taxes, shipping and handling and any applicable restocking charges or return delivery/freight charges. KnollTextiles reserves the right to accept or reject the credit card number You provide when You enter Your order. By submitting an order and a credit card number, You represent to KnollTextiles that You are the card holder, that the card is valid and that You are authorized to make the charges. Credit cards issued by banks located outside the United States of America will not be accepted.

### CHANGES AND CANCELLATION

Orders may not be cancelled by customer without the written consent of KnollTextiles. Substantial cancellation/re-stocking charges are applicable. Certain products are sold on a non-cancelable basis.

### SHIPMENT DATE/PRODUCT ARRIVAL

Your estimated shipment timeframe will be provided to You by KnollTextiles in Your order confirmation. Once Your Product leaves our factory, it generally will arrive at Your designated "Ship To" address based upon the service level You chose. KnollTextiles will notify You when Your shipment leaves our factory via electronic mail.

### DELIVERY

Orders may only be shipped to destinations within the United States. Conditions beyond the control of Knoll, including weather, available facilities and traffic conditions, may affect exact time of delivery. KnollTextiles shall not be responsible for specific carrier delivery date or time.

### DAMAGE IN TRANSIT

You are responsible for inspecting all Products for visible damage when You receive Your order. Damage to the packaging alone does not constitute damage to the Product and will not be considered valid for claim purposes. You must report any damage to Customer Service within 5 days of Your receipt of the Products. KnollTextiles will repair or replace the Product damaged in shipment only if You have notified KnollTextiles of the damage within 5 days of receiving the Product. You must retain all Product and packaging for inspection

if You make a claim for damage in transit. After Customer Service has verified Your claim, We will send You a UPS Call Tag label so that You can return the Product to KnollTextiles at no charge to You. Once the Product is received by KnollTextiles, We will either repair or replace the Product and send it back to You at no additional charge.

#### RETURNS

No merchandise may be returned to KnollTextiles without KnollTextiles' consent and any returns must be in accordance with KnollTextiles' shipping instructions

Returns will be subject to shipment and handling charges, and must be made F.O.B. KnollTextiles' designated destination. In addition, substantial restocking and restoration charges may be applicable.

Returns of leftover wall or other fabrics not utilized on installations will not be authorized or accepted under any circumstances.

All returned Products must be in original condition, with all original hangtags and stickers, and in the original KnollTextiles packing provided by KnollTextiles. No refund or credit shall be given for returned Products that are damaged for reasons beyond Our control. After we have received and reviewed Your return, We will credit the credit card You used to pay for Your order, less the applicable restocking charges and return freight/delivery charges.

#### WARRANTY

KnollTextiles warrants to the original purchaser that all textile products under normal wear and tear shall meet the specifications listed in the current KnollTextiles Price Catalogue under each product's name, including lightfastness, durability and flame retardant rating for a period of one (1) year with remedies as follows: should any failure to conform with this limited warranty appear on the textile product during the first year after the date of shipment, upon prompt written notice, KnollTextiles will repair or replace, at its option, the affected textile, including upholstery materials only.

This warranty does not apply to:

- Acts or omissions of parties other than Knoll.
- User modification.
- Unusual atmospheric or environmental conditions.
- Abnormal use of textile including cuts, spills, or other misuse of product.

THE EXPRESS WARRANTIES CONTAINED IN THIS SELLING POLICY ARE THE ONLY WARRANTIES THAT KNOLL MAKES AND TAKE THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided in this KnollTextiles Selling Policy are Your only remedies for any failure by Knoll to comply with its promises regarding the workmanship of its Products. Knoll's correction of any defect in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Knoll, with respect to or arising out of the Product sold to You.

#### DELAY/FORCE MAJEURE

KnollTextiles shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond Knoll's reasonable control. If one of these events occurs, Knoll may extend delivery dates by a period of time necessary to overcome the effect of the delay, allocate available Product or cancel any order.

#### LIMITATIONS OF LIABILITY

KNOLLTEXTILES, ITS CONTRACTORS, AUTHORIZED DEALERS AND SUBCONTRACTORS OR SUPPLIERS OF ANY TIER SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (DAMAGES THAT ARISE FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) ARISING FROM A BREACH OF THIS AGREEMENT.

YOUR REMEDIES SET FORTH IN THIS SELLING POLICY ARE EXCLUSIVE AND THE LIABILITY OF KNOLLTEXTILES WITH RESPECT TO THE BREACH OF THIS SELLING POLICY OR ANY CONTRACT ENTERED INTO BETWEEN YOU AND KNOLLTEXTILES SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR PART ON WHICH THIS LIABILITY IS BASED.

IF THE LAWS OF ANY JURISDICTION DO NOT PERMIT LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES, INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY. IN THESE JURISDICTIONS, THE ABOVE LIMITATIONS SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

#### GOVERNING LAW

The law of the Commonwealth of Pennsylvania governs this Selling Policy and all sales in the KnollTextiles. Knoll makes no representation that the information in the KnollTextiles is appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited.

#### TERMS & CONDITIONS OF SALES

Sales by Knoll of Knoll Products through the KnollTextiles within the United States are made only on the terms which are contained in this Selling Policy. Knoll objects to any different or additional terms and conditions that You may propose. This sale is expressly conditional upon Your agreement to these terms and conditions. These terms and conditions may be changed only by a written document signed by both parties. The parties intend that these terms and conditions, together with the order confirmation and final invoice sent to You via electronic mail, constitute the final, complete, and exclusive agreement between Knoll and You.

#### PRIVACY POLICY

We recommend that You review our Privacy Policy which is part of this Selling Policy. If at any time You are not in compliance with the policy, We have the right to terminate Your rights of use and access to the KnollTextiles. Unfortunately, We cannot insure that all personal information will never be disclosed in ways not otherwise described in the Privacy Policy. We may be required by law to disclose information to government authorities, law enforcement or to third parties upon subpoena, and You authorize us to disclose information as We believe, in our sole discretion, is necessary or appropriate.

#### How to Contact Us

E-mail: [knolltextiles@knoll.com](mailto:knolltextiles@knoll.com)

Toll-free phone: 1-866-565-5858: Option 3

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