

# Selling Policy

## knollshop.com

This Knoll Shop Selling Policy only applies to online sales of Knoll Product Lines (“Products”) made by Knoll, Inc. (“Knoll”, “We”, “Us” or “Our”) through the Knoll Shop 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 Knoll 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. Knoll 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 Knoll shall be those prices in effect on the date of Our receipt of a complete order from You. These prices include the cost of shipping the Products to your designated “Ship To” address. However, Our prices do not include taxes; these 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. Knoll 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.

### Terms of Payment

You are required to provide a valid credit card number to Knoll when Your order is submitted. By submitting Your order, You authorize Knoll to charge Your credit card for the entire purchase price, plus taxes and any applicable restocking charges or return delivery/freight charges. Knoll 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 Knoll 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

You may cancel or change Your order without penalty or obligation until the end of the next business day following the day You submit Your order. After that, any cancellation or change to Your order may be subject to an applicable restocking charge as determined by Knoll.

### Shipment Date/Product Arrival

Your estimated shipment timeframe will be provided to You by Knoll in your order confirmation. Once Your Product leaves our factory, it generally will arrive at Your designated “Ship To” address within 3 to 7 business days. Knoll will notify You when Your shipment leaves our factory via electronic mail.

### Delivery

Orders may only be shipped to destinations within the United States, excluding Hawaii and Alaska. All special methods of delivery, including special shipping methods, handling or set-up, shall be subject to additional charges. Conditions beyond the control of Knoll, including weather, available facilities and traffic conditions, may affect exact time of delivery. Knoll shall not be responsible for specific carrier delivery date or time.

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## Assembly

Some Knoll Products are shipped disassembled in order to reduce delivery/freight charges; however, they are generally easily assembled without the use of tools. Assembly instructions are provided inside the Product packaging, when necessary. A copy of these instructions is also posted on our website at shop.knoll.com. You are encouraged to read and become familiar with these instructions prior to submitting an order. In the event that You have any questions regarding assembly of Your purchased Products after you have received them, You should contact Knoll Customer Service at 1-800-343-5665: Option 9, Option 9.

## 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 at 1-800-343-5665: Option 9, Option 9, within 5 days of Your receipt of the Products. Knoll will repair or replace the Product damaged in shipment only if You have notified Knoll 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 box and freight label so that you can return the Product to Knoll at no charge to You. Once the Product is received by Knoll, we will either repair or replace the Product and send it back to You at no additional charge.

## Returns

You may return Your purchase within thirty (30) days of receiving Your order for any reason and Knoll will refund Your entire purchase price, less applicable return freight/delivery charges and restocking charges. The following return freight/delivery charges and restocking

charges will be charged, based on the type of Product returned:

*Product Type:* Generation by Knoll® work chair and/or MultiGeneration by Knoll™ Multipurpose chair

*Restocking Charge:* 25%

*Return Freight/Delivery Charge:* No

To receive authorization for Product return, please call Customer Service at 1-800-343-5665: Option 9, Option 9. You will need to provide Your order number and identify which Products You want to return. After Customer Service has confirmed that You can return the Product under Our return policy, We will provide You with instructions on how You may return the Product to Knoll. If the Product has been assembled, Knoll will also send You replacement packing cartons that You must use instead of the packing cartons that were originally provided with the Product. All returned Products must be in original condition, with all original hangtags and stickers, and in the original Knoll packing cartons or replacement cartons provided by Knoll. 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

Knoll warrants to You only that the Products Knoll manufactures and sells to You are free of defects in workmanship and materials.

Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Knoll shall, upon prompt written notice, repair or replace, at its option and cost, the affected part or parts.

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## Product and Period of Warranty

**12 Years:** Generation by Knoll and MultiGeneration by Knoll seating including parts and labor to repair (except seating soft arm pads, upholstery, textiles, leathers and finishes, see below).

**3 Years:** Seating upholstery, textiles, leathers and finishes.

**1 Year:** Seating soft armpads.

This warranty does not apply to:

- + Damage caused by failure to assemble the Products according to Knoll's assembly instructions.
- + Damage caused by a carrier other than Knoll.
- + Normal wear and tear or acts or omissions of parties other than Knoll (including user modification).
- + Damage caused by acts beyond Knoll's control including, without limitation, misuse, customer negligence and unauthorized repairs.
- + Dramatic temperature variations or exposure to unusual conditions.

**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 Knoll Shop 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

Knoll 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

**KNOLL, 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 KNOLL WITH RESPECT TO THE BREACH OF THIS SELLING POLICY OR ANY CONTRACT ENTERED INTO BETWEEN YOU AND KNOLL 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.**

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## Governing Law

The law of the Commonwealth of Pennsylvania governs this Selling Policy and all sales in the Knoll Shop. Knoll makes no representation that the information in the Knoll Shop 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 Knoll Shop 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 Knoll Shop. 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: customerservice@knoll.com  
Toll-free phone: 1-800-343-5665: Option 9, Option 9  
U.S. Mail: Knoll, Inc.  
1235 Water Street  
East Greenville, PA 18041