

KNOLL PURCHASING ELECTRONIC COMMERCE TERMS AND CONDITIONS

These Knoll Purchasing Electronic Commerce Terms and Conditions ("Knoll Purchasing Electronic Commerce Terms and Conditions") shall govern Supplier's use of the System, as defined below, to allow Knoll, Inc. ("Knoll") to purchase products from Supplier.

1. Definitions

a. Exchange Site. The term "Exchange Site" means the web site with the Uniform Resource Locator ("URL") of www.knoll.com.

b. Software. The term "Software" means the computer program accessed through the Exchange Site or otherwise, including all user interfaces, databases, and other software technology and all corrections, updates, revisions and other modifications to such computer program.

c. System. The term "System" means the functionality provided by the Software, when accessed through the Internet or otherwise, to enable Supplier to access the Exchange Site and to sell products to Knoll, including, but not limited to, the functionality of retrieving information, receiving product orders from Knoll and exchanging order acknowledgments, invoices and other business communications with Knoll via email.

d. Supplier. The term "Supplier" means an authorized supplier of Knoll who has a valid Product Purchase Agreement with Knoll in full force and effect or who has accepted a valid purchase order from Knoll incorporating Knoll's standard purchasing terms and conditions along with the Knoll Purchasing Electronic Commerce Terms and Conditions.

e. Product Purchase Agreement. The term "Product Purchase Agreement" means Supplier's Product Purchase Agreement or Knoll Purchase Order with Knoll.

2. Grant of Use Rights. In accordance with these Knoll Purchasing Electronic Commerce Terms and Conditions, Knoll grants Supplier and its authorized employees and agents, the nonexclusive, nontransferable right to use the System. Supplier agrees to use the System in strict compliance with these Knoll Purchasing Electronic Commerce Terms and Conditions and solely for Supplier's internal use in its ordinary course of dealings with Knoll for the purpose of Knoll purchasing products from Supplier and otherwise implementing the terms of these Knoll Purchasing Electronic Terms and Conditions.

3. Obligations of Supplier

a. Supplier agrees to use the System in accordance with the following procedures (the "Operational Procedures"):

(i) Internet and E-Mail Capability. In order to conduct electronic commerce with Knoll, Supplier must have access to the Internet and access to an active e-mail account. Supplier will advise Knoll of the appropriate Supplier e-mail address and the identification of persons having "Access Codes" (as hereinafter defined) from time to time as necessary.

(ii) Purchase Orders, Order Acknowledgments, Order Invoices. If the parties decide that they will send Orders, Acknowledgments and Order Invoices via the Internet or otherwise on an electronic basis, said items shall be bound by the terms hereof and other supplementary Operational Procedures as determined by Knoll and posted on the Exchange Site from time to time.

(iii) Receipt of E-mail. Supplier will be responsible for reviewing and verifying all e-mails sent by Knoll to the e-mail addresses identified by Supplier and will immediately notify Knoll via e-mail or by other appropriate means of known and possible errors. Supplier will review e-mails each Working Day. "Working Day" means 9:00 AM to 5:00 PM (recipient time) Monday through Friday, excluding Knoll holidays. E-mails and all attachments received between 9:00 AM and 5:00 PM (recipient time) shall be deemed to have been received during that Working Day. E-mails received after 5:00 PM (recipient time) shall be deemed to have been received the next Working Day.

4. Term. Subject to earlier termination pursuant to the terms hereof or Section 16 below, the term of these Knoll Purchasing Electronic Commerce Terms and Conditions and the use rights pursuant to Section 2 above shall be the same as the Agreement.

5. Ownership. Supplier agrees that Knoll and its licensors own all right, title and interests, including copyrights, trade secrets, patents, trademarks and other proprietary rights, in the Software and the System.

6. Confidentiality. Supplier agrees that the System, including the Software and the Exchange Site, constitute trade secrets and confidential information other than trade secrets ("Protected Information"), and such information shall be used solely for the purpose of electronic order processing with Knoll. Except as expressly authorized by these Knoll Purchasing Electronic Commerce Terms and Conditions, Supplier agrees to treat as confidential and not to disclose or otherwise transfer, copy or use the Protected Information. Protected Information does not include information that (a) is or becomes generally available to the public through no fault of Supplier, (b) was known to Supplier prior to its disclosure, or (c) becomes known to Supplier from a source other than Knoll, without a breach of these Knoll Purchasing Electronic Commerce Terms and Conditions or otherwise not in violation of Knoll's rights. Supplier also agrees not to disassemble, decompile or otherwise reverse engineer the Software or the Exchange Site. Supplier shall promptly notify Knoll of any actual or suspected misuse or unauthorized disclosure of Protected Information.

7. Appointment of Web Administrator. Supplier agrees to appoint an employee of Supplier (the "Web Administrator") to administer Supplier's use of the System and to consult and coordinate with Knoll regarding Supplier's use of the System. Supplier shall notify Knoll of the name of the person designated as the Web Administrator and contact information for such person within ten (10) days of Supplier's execution of a Product Purchase Agreement. In the event Supplier changes the person designated as the Web Administrator, Supplier, within ten (10) days of such change, shall notify Knoll of the identity and contact information for the replacement Web Administrator.

8. Restrictions. Supplier, including its authorized employees and agents, agrees not to:
- a. copy the System or the Software;
 - b. disclose or otherwise transfer the System or the Software;
 - c. prepare derivative works of or otherwise modify the System or the Software, other than entering data and interacting with the System as authorized by Section 2 above;
 - d. allow any third parties, except as authorized by Section 2 above, to use or access the System or the Software. Supplier agrees to implement procedures designed to restrict access to the System and the Software solely to authorized employees and agents of Supplier;
 - e. use the System or the Software to provide service bureau, outsourcing or other such services to third parties, without the prior written consent of Knoll;
 - f. restrict or inhibit any other authorized Knoll dealer or person from using the System and the Software;

g. input or transmit into or via the System or the Software any unlawful or otherwise objectionable information, including, without limitation, any inputs or transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state or national laws or regulations;

h. input or transmit into or via the System or the Software any virus, worm or other such harmful code;

i. input or transmit into or via the System or the Software any material which is protected by copyright, trade secret, patent, trade mark or other proprietary rights; and

j. probe or download any information in the System other than as authorized by Knoll, including any information related to other suppliers.

9. Knoll Informational Rights. Supplier authorizes Knoll to capture, collate, and retain information concerning Supplier's use of the System solely for Knoll's business purposes, including, but not limited to, evaluating the use and functionality of the System and designing and implementing modifications to the System.

10. Access Codes. Supplier understands that each of Supplier's authorized employees and agents allowed to use the System must enter a unique and valid user identification and password (collectively, the "Access Codes") to access and use the System. Supplier agrees that its employees and agents authorized by Supplier to use the System may in all respects act on Supplier's behalf or obligate Supplier to the same extent as any officer or other principal of Supplier. It is Supplier's sole responsibility to generate the list of the persons authorized to receive and use the Access Codes in accordance with the Operational Procedures, provide such Access Codes to its authorized employees and agents and monitor use of such Access Codes. Supplier accepts all responsibility for the security of such Access Codes and the utilization of such Access Codes. Supplier may change the list of the persons authorized to receive and use such Access Codes at any time, and Knoll recommends that all passwords be changed at least once each six (6) months. Supplier agrees to notify Knoll immediately if any Access Codes and usage of the System thereby have been compromised or if it wishes to terminate access privileges for any Access Codes. Supplier agrees not to disclose the Access Codes to any third parties not authorized to act on Supplier's behalf or to obligate Supplier. Supplier agrees not to contest the validity or enforceability of business communications transmitted using the System by Supplier's authorized employees and agents. All business communication transmitted using Supplier's Access Codes shall, for all purposes, be deemed to be in writing and signed by Supplier and will be admissible as between the parties to the same extent as other business records originated and maintained in documentary form.

11. No Warranty. The System and the Software are made available to Supplier "AS IS". Supplier acknowledges that the System and the Software are made available as a convenience in the operation of Supplier's business, and Supplier assumes responsibility and risk for Supplier's use thereof. KNOLL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THESE KNOLL PURCHASING ELECTRONIC COMMERCE TERMS AND CONDITIONS AND THE ABILITY OR INABILITY TO PROVIDE ANY SERVICE USING THE SYSTEM OR THE SOFTWARE.

12. Limitations. KNOLL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THESE KNOLL PURCHASING ELECTRONIC COMMERCE TERMS AND CONDITIONS OR A PARTY'S ABILITY OR INABILITY TO PROVIDE ANY SERVICE USING THE SYSTEM OR THE SOFTWARE. THE ENTIRE RISK OF THE PERFORMANCE, OR THE INABILITY TO USE, THE SYSTEM OR THE SOFTWARE, IS WITH SUPPLIER. SUPPLIER AGREES THAT IN NO EVENT SHALL KNOLL'S LIABILITY HEREUNDER EXCEED THE SUM OF \$10,000, EXCLUSIVE OF UNDISPUTED AMOUNTS OWED FOR PRODUCTS ORDERED AND DELIVERED.

13. Indemnification. Supplier agrees to defend, indemnify and hold harmless Knoll and its affiliates, including its licensors and operators of the Exchange Site, and their directors, employees and agents, from any and all liabilities, costs and expenses, including reasonable attorneys' fees, relating to or arising from (i) any breach by Supplier of any provision of these Knoll Purchasing Electronic Commerce Terms and Conditions, (ii) Supplier's use of the System and the Software, (iii) the input or transmission of any information by Supplier into or via the System and the Software, and (iv) any negligent acts or omissions by Supplier in connection with its use of the System and the Software.

14. Termination. These Knoll Purchasing Electronic Commerce Terms and Conditions may be terminated:

- a. at any time upon thirty (30) days notice by Knoll to Supplier; or
- b. in the event of a breach of these Knoll Purchasing Electronic Commerce Terms and Conditions by Supplier, which breach remains uncured five (5) business days after notice from Knoll.

15. Amendments. These Knoll Purchasing Electronic Commerce Terms and Conditions including but not limited to the Operational Procedures may be amended by Knoll making changes on the Knoll Purchasing Electronic Commerce Terms and Conditions posted on the Exchange Site or by sending to Supplier's Web Administrator an e-mail setting forth the amendment. The amendment shall take effect the earlier of five (5) days after the e-mail is sent by Knoll or thirty (30) days after posting the amendment on the Exchange Site.

16. Choice of Law/Arbitration. These Knoll Purchasing Electronic Commerce Terms and Conditions and all actions and transactions hereunder shall be construed under, governed by and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania, United States of America, without reference to the laws thereof or of any other jurisdiction regarding conflicts of laws or choice of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Knoll Electronic Commerce Terms and Conditions or any performance related to these Knoll Electronic Commerce Terms and Conditions. Any dispute, controversy or claim arising out of or relating to these Knoll Purchasing Electronic Commerce Terms and Conditions or the breach, termination or invalidity thereof that cannot be settled through cooperation and consultation shall be finally settled by arbitration administered by the Center for Public Resources ("CPR") in accordance with the rules of the CPR then pertaining by one (1) arbitrator appointed in accordance with the said rules. Judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitration shall be in English and held in Philadelphia, Pennsylvania, United States of America. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a juridical acceptance of the award and an order of enforcement, as the case may be.