



**INNOVATIVE OFFICE SOLUTIONS, INC.**  
**GENERAL TERMS AND CONDITIONS OF SALE**

1. General. These General Terms and Conditions of Sale (these “**Terms**”) are the only terms which govern the sale of goods and/or services (“**Goods**”) by Innovative Office Solutions, Inc., an Ohio corporation (“**Seller**”) to the buyer (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying quote or order acknowledgement (the “**Sales Confirmation**”) and together with these Terms (the “**Agreement**”), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No terms or conditions set forth in any correspondence between Buyer and Seller shall alter or supplement the Agreement unless in writing signed by an authorized representative of each party. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s additional or different terms and conditions and does not serve to modify or amend these Terms.

2. Delivery, Shipping and Risk of Loss. All shipments are F.O.B. the Seller’s manufacturing or distribution facility (the “**Facility**”) unless otherwise agreed to in writing by the parties. The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. All risk of loss to all Goods provided under the Agreement shall pass to Buyer when the Goods are delivered to the carrier at Seller’s Facility or otherwise leave the care, custody and control of Seller; provided, however, that, in the event the Goods subsequently are properly rejected by Buyer for any reason, risk of loss and title shall be divested from Buyer and shall revert immediately to Seller upon Buyer’s placement of such properly rejected Goods with a common carrier for return to Seller.

If Seller has separately agreed to arrange for transport of the Goods, Seller shall deliver the Goods to Buyer at the location identified by Buyer (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of the Goods.

If for any reason Buyer fails to accept delivery of any of the Goods within three (3) days after Seller’s notice that the Goods have been delivered at its Facility or the Delivery Point, or if Seller is unable to deliver Goods at the Delivery Point within such time because Buyer has not provided instructions, documents, licenses or authorizations required to complete such delivery: (i) the Goods shall be deemed to have been delivered; and (i) Seller, at its option, may store the Goods until physical delivery can be completed, and Buyer shall be liable for all related costs and expenses (including, without limitation, storage, insurance and any additional delivery costs). Storage may be at Seller’s Facility or at a contracted warehouse, and shall be at Buyer’s sole risk.

3. Non-delivery. The quantity of any installment of Goods as recorded by Seller on dispatch is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the contrary. The Seller shall not be liable for any non-delivery of Goods unless Buyer gives written notice to Seller of the non-delivery within seven (7) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered, and Buyer shall not have the right to reject the installment.

4. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within seven (7) days of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Goods**” means only the following: (i) Goods shipped are different than identified in this Agreement; or (ii) Goods’ label or packaging incorrectly identifies its contents.

If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, at its election, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller’s Facility identified by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 5, all sales



of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

5. **Return of Goods.** Subject to Section 4, Goods may not be returned to Seller without first obtaining written authorization from Seller, which authorization is at Seller's discretion. A request for return must be filed with Seller and shall include quote number, approximate date shipped and any other identifying numbers requested by Seller. Each request for return of Goods should state the type and quantity of Goods, the part numbers and the reasons for the return. If return authorization is granted, Goods shall be returned in a clean, well packaged condition. Buyer shall pay Seller's then-applicable standard restocking fee for any returns made pursuant to this Section 5.

6. **Price.** Buyer shall purchase the Goods from Seller at the price(s) (the "**Price**") set forth in the Agreement. If any manufacturer pricing for any of the Goods increases prior to delivery, Seller may update the Price to reflect any such increase by notice to Buyer. All Prices are exclusive of all Federal, State or local sales, use and excise taxes, and any other similar taxes, duties and charges of any kind on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenue, gross receipts, or commercial activity.

7. **Payment Terms.** Buyer shall pay all invoiced amounts due Seller within thirty (30) days from the date of Seller's invoice, provided: (i) if Buyer is a new customer of Seller, as determined in Seller's reasonable discretion, or if the Price is in excess of \$50,000, fifty percent (50%) of the Price shall be paid to Seller upon Buyer's acceptance of the Sales Confirmation, forty percent (40%) of the Price shall be paid to Seller by the scheduled delivery date, and the balance of the Price shall be due within thirty (30) days of the date of Seller's invoice. Buyer shall make all payments hereunder by ACH, wire transfer or other method agreed to by Seller and in US dollars. Credit card payments will require an additional three percent (3%) processing fee. Past due amounts shall accrue interest at the rate of 1.5% per month, compounded monthly. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Title to the Goods shall pass to Buyer upon full payment for the applicable Goods.

If Buyer is or becomes delinquent in the payment of any sum due Seller by more than sixty (60) days from the date of invoice, then Seller shall have the right, in addition to any other remedy to which it may be entitled in law or equity, and under this Agreement, to cancel any order, refuse to make further deliveries and declare immediately due and payable all unpaid amounts for Goods previously delivered to Buyer.

8. **Security Interest.** Seller reserves a purchase money security interest in the Goods sold hereunder and the proceeds thereof, in the amount of the Price. In the event of default by Buyer on any of its payment obligations to Seller, Seller will have the right to repossess the Goods sold hereunder that have not been paid for without liability to Buyer or any third party in possession of such Goods, if not Buyer. In such event, Buyer agrees to make the Goods available to Seller so that Seller can repossess them without a breach of the peace. This security interest will be satisfied by payment in full. Seller may file a financing statement to perfect Seller's security interest, provided that Seller terminates any such financing statements once the Goods are paid for. Buyer shall cooperate fully with Seller to execute such other documents and to accomplish such filings and/or recordings thereof as Seller may deem necessary for the protection of Seller's interests in the Goods furnished hereunder.

9. **Warranty Disclaimers.** **SELLER DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL HAVE NO RIGHT TO REJECT OR REVOKE ACCEPTANCE OF ANY GOODS, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 4. SELLER AGREES TO ASSIGN TO BUYER ALL ASSIGNABLE WARRANTIES FROM THE APPLICABLE MANUFACTURER. FOR GOODS THAT ARE SERVICES, SELLER WARRANTS THAT IT WILL RE-PERFORM SUCH SERVICES THAT ARE NOT PERFORMED IN A GOOD, WORKMANLIKE MANNER IF PROVIDED NOTICE OF SUCH FAILURE WITHIN SEVEN (7) DAYS AFTER PERFORMANCE OF THE APPLICABLE SERVICES.**

10. **Limitation of Liability.** **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE, DOWNTIME, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

11. **Changes.** Seller may, in its discretion, accept changes proposed in writing by Buyer. If such changes modify the cost of the Goods, the time for delivery of the Goods, or the performance of any services, the Price will change to reflect that additional cost, plus reasonable overhead and profit.



12. Installation. If Seller is to provide installation of the Goods, Buyer is responsible for making the Delivery Point fully ready for such installation by the date installation is scheduled by Seller, including completion of construction excluding punch list items not impacting such installation, clean and free of debris space, and available facilities for off-loading, staging, moving, and handling of Goods. Buyer is also responsible for all installation and hook-up of computer equipment, any electrical hardwiring, and electric, HVAC, and hoisting/elevator service. Seller will be responsible for Goods packaging materials, cleaning of Goods upon installation, and a walk-through inspection with Buyer provided Buyer makes itself available at time of installation.

If there is a gap between delivery to the Delivery Point and the scheduled time for installation, Buyer agrees to provide adequate storage space for the Goods on the same floor as the install location at the Delivery Point. If Buyer is unable to do so, any additional cost to Seller shall be the responsibility of Buyer.

13. Labor. If for any reason: (i) Seller is unable to utilize its own employees to perform installation services, or (ii) Seller's installation occurs outside of normal business hours of Seller at Buyer's request, any additional costs associated with such Labor (including overtime pay) shall be in addition to the Price.

14. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

15. Indemnification. Buyer agrees to indemnify, defend, and hold harmless Seller and its directors, officers, employees, and independent contractors from and against any and all claims, causes of action, losses, damages, liabilities, and costs (including reasonable attorneys fees) arising out of or relating to any personal injury (including death) or property damage in any way relating to the condition of the Goods or any negligent act or omission of Buyer or its employees or other representatives.

16. Compliance with Law. Each party shall comply with all applicable laws, regulations and ordinances, and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that party needs to carry out its obligations under this

Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with the Agreement, in whole or in part, and such failure continues for five (5) days after Buyer's receipt of written notice of breach; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or any assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by one party ("**Discloser**") to the other party ("**Recipient**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement, is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Discloser in writing. Upon Discloser's request, Recipient shall promptly return all documents and other materials received from Discloser. Discloser shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Recipient at the time of disclosure; or (c) rightfully obtained by Recipient on a non-confidential basis from a third party.

20. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including, without limitation, acts of God or the public enemy, flood, fire, earthquake, explosion,



epidemic, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Statute of Limitations. No claim or cause of action may be brought against Seller for breach of this Agreement, breach of warranty, or any other claim arising in contract, tort, or otherwise, more than one (1) year after accrual of that claim or cause of action.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties..

24. No Third-Party Beneficiaries. Except as set forth in Section 15, the Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.

25. Governing Law. All matters arising out of or relating to this Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.

26. Exclusive Jurisdiction; Attorneys Fees and Costs. Any dispute, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio, in each case with jurisdiction over Mercer County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such dispute, action or proceeding. If Seller is the prevailing party in any such dispute, Buyer shall pay Seller its reasonable attorneys' fees and costs related thereto.

27. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

28. Severability. In the event any of the terms and conditions contained herein is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other term or condition or invalidate or render unenforceable such term or provision.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. The sections of this Agreement which are intended to survive its termination shall so survive, including but not limited to Section 6, 7, 9, 10, 19, 25, and 26.

30. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the matters contemplated therein, and cannot be modified except in a writing signed by the parties.