

STEELCASE (SOUTH-EAST) LTD (TRADING AS INSIGHTFUL ENVIRONMENTS) CONDITIONS OF SALE (THE "CONDITIONS") +

All transactions between on the one hand Steelcase (South-East) Ltd (trading as Insightful Environments), (the "Company") having its registered office at 77-79 Farringdon Road, London, EC1M 3JU, and, on the other hand, its customers, shall be subject to these Conditions:

1. DEFINITIONS

- 1.1. For the purpose of these Conditions and the transactions relating thereto the following words shall have the following meanings:
 - **"Acceptance"** means a written acknowledgement by the Company accepting an Order;
 - **"Customer"** means any person, body of persons or company with whom the Company enters into a Contract for the supply of goods or provision of services;
 - **"Contract"** means any contract for the supply of goods (or the provision of services) as constituted by an Order and an Acceptance, subject to and incorporating these Conditions, and may but shall not unless expressly stated include at any time quotations and specifications in relation thereto;
 - **"Goods"** means all goods, materials and where the context permits services supplied by the Company pursuant to a Contract;
 - **"Order"** means an order by the Customer, verbal or written, for the supply of Goods (or provision of services) by the Company;
 - **"Warranty"** or "Warranties" bears the meaning given to it in Clause 10.2 of these Conditions.

2. GENERAL

- 2.1. The Company which expression includes its assignees and successors in title makes all Contracts and submits all quotations subject to these Conditions only and to the exclusion of any other terms of any Customer unless expressly agreed in writing by the Company.
- 2.2. No waiver by the Company of any of these Conditions in relation to a specific Contract shall be taken to apply to any other or further Contract.

3. ORDER PROCEDURE

- 3.1. Following the issue of a quotation by the Company, the Customer may raise an Order with the Company.
- 3.2. If the Company then issues an Acceptance to the Customer, a Contract is made.
- 3.3. No Order shall be binding upon the Company until confirmed and accepted by the issue of the Acceptance by the Company. The Company's quotations are guides only and are not offers capable of being accepted.
- 3.4. It is the Customer's responsibility to check promptly that the Acceptance reflects the Customer's requirements.
- 3.5. The Customer may not cancel any Order once accepted in writing without the written consent of the Company, and the Customer shall in any event be liable to the Company for all expenses or loss (including loss of profit) incurred by the Company in relation to any such cancellation.
- 3.6. All technical drawings, reports and any other information or documents whatsoever which the Company has submitted to the Customer in the course of, or prior to the formation of, the Contract and all copyright and other intellectual property rights therein remain the sole property of the Company and may not be used except in connection with the operation, maintenance and use of the Goods, may not be disclosed to third parties and are to be returned on demand.

4. PRICES

- 4.1. The Company's prices are exclusive of any applicable taxes and duties, such as VAT, unless otherwise stated.
- 4.2. Installation and other services are not included in quoted prices unless specifically stated.
- 4.3. The Company reserves the right to make reasonable increases in quoted prices to take account of unforeseen increases in costs of material or labour.
- 4.4. The Company's prices are exclusive of any applicable taxes and duties, such as VAT, unless otherwise stated.
- 4.5. Installation and other services are not included in quoted prices unless specifically stated.
- 4.6. The Company reserves the right to make reasonable increases in quoted prices to take account of unforeseen increases in costs of material or labour.
- 4.7. Quotations are valid from 30 days from the quote date.
- 4.8. Prices will be held for a maximum of 60 days from date of order placement.

5. DELIVERY

- 5.1. Any delivery dates given are business estimates only and the time and date of delivery shall not be of the essence and the Company shall be under no liability for any direct or indirect loss incurred through any failure to deliver on the estimated date.
- 5.2. All Goods comprised in any Contract may at the option of the Company be delivered and/or invoiced separately.
- 5.3. All Goods, other than those in knock-down or packaged form, must be examined and signed for by and on behalf of the Customer immediately upon delivery. Glass and tabletops, other than those delivered in packaged form, are to be signed for separately and should be examined (because of their high value and the potential for damage after delivery) at the time of delivery itself.
- 5.4. Any claim for non-delivery of any Goods shall be notified in writing by the Customer to the Company within three working days of the estimated date of delivery.
- 5.5. Where inspection in accordance with Clause 5.3 above is not applicable (i.e. Goods are in knock-down or packaged form) any claim that any Goods have been delivered damaged, or do not comply with their description, shall be notified by the Customer to the Company within three working days of delivery. If it is not reasonably practicable for the Goods to be unwrapped within three working days of delivery then the time period shall be extended to three working days from the time that the particular Goods are actually unwrapped. If packaging is visibly damaged, notification shall be made at or immediately after the time of delivery, even if it is not then practicable to establish whether actual damage has occurred to the Goods.
- 5.6. Any alleged manufacturing defect shall be notified by the Customer to the Company within five working days of the delivery of the Goods, or in the case of any defect which is not reasonably apparent upon inspection, within five working days of the date on which such defect should have come to the Customer's attention, and in any event within the Warranty period applicable to the particular Goods.
- 5.7. Any claim under this Clause 5 must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.
- 5.8. The Company shall be afforded reasonable opportunity and facilities to investigate any claim made under this Clause 5 and the Customer shall, if so requested in writing by the Company, make available any Goods which are the subject of any claim, and any packing, securely packed for collection from the Customer's premises for examination by the Company.
- 5.9. Delivery of Goods is via the Company's standard mainland delivery service and is tailboard (drop-ship) only to the Customer's premises within the United Kingdom and Eire. In any other case, it is the responsibility of the Customer to advise the Company of its delivery requirements and reasonable additional costs of delivery may be charged by the Company. Deliveries or replacements of Goods direct to a third party at the Customer's request shall incur additional carriage charges.

5.10. If the Customer is unable or fails to accept Goods for any reason, or if the Company is unable to deliver owing to inadequate delivery instructions being provided by the Customer, the Company may deliver the Goods ex-works and so notify the Customer (which shall constitute due delivery) and the Company may deliver an invoice for such Goods and further look to the Customer for all costs, charges and expenses incurred by the Company including but not limited to storage and handling expenses.

6. RISK, TITLE AND INSURANCE

- 6.1. The Goods shall be at the Customer's risk as soon as they have been delivered in accordance with the particular Contract applicable to those Goods.
- 6.2. In spite of delivery having been made, property in the Goods shall not pass from the Company until:
- 6.2.1. the Customer shall have paid the price plus VAT or any other applicable taxes or duties in full; and
- 6.2.2. no other sums whatever shall be due from the Customer to the Company.
- 6.3. Until property in the Goods passes to the Customer in accordance with Clause 6.2, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 6.4. Notwithstanding that the Goods (or any of them) remain the property of the Company, the Customer has subject as set out below, the consent of the Company ("Consent to Deal") to sell or deal with the Goods in the ordinary course of the Customer's business at full market value. The Company may at any time revoke its Consent to Deal by notice in writing to the Customer specifying the Goods to which the revocation relates. The Customer Consent to Deal with Goods shall automatically be revoked without notice in the following circumstances:
- 6.4.1. the Customer becomes or is deemed insolvent or is unable to pay its debts as they fall due, commences negotiations with its creditors in an attempt to adjust or reschedule its indebtedness, or makes a composition or voluntary arrangement with its creditors, or ceases or threatens to cease to conduct business or trade (either in whole or as to any part or division involved in the performance of the Contract);
- 6.4.2. proceedings are commenced for an order to be made or a resolution to be passed for the winding up of the Customer or for an order for the appointment of an administrator to manage the affairs, business or property of the Customer, or such administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Customer or its directors, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's undertaking or assets, or circumstances arise which entitle the court or other competent body or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court or other competent body to make a winding up order, or the Customer enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986), or the Customer takes or suffers any similar or analogous action, proceeding, event or circumstance in consequence of debt in any jurisdiction.
- 6.4.3. Without limitation to the foregoing, the Customer shall notify the Company promptly in writing if it becomes subject to any of the actions, proceedings, events or circumstances contemplated in this Clause 6.4.
- 6.5. The Company shall be entitled to recover the price (plus VAT and/or any other applicable taxes or duties) notwithstanding that the property in any of the Goods has not passed from the Company to the Customer.
- 6.6. Until such time as property in the Goods passes from the Company to the Customer, the Customer shall upon request by the Company deliver up to the Company such of the Goods that have not ceased to be in existence or been sold by the Customer. If the Customer fails to do so the Company (or its representatives) may enter upon any of the premises (whether or not owned or occupied or controlled by the Customer) where the Goods are situated and inspect and/or repossess the Goods. On the making of such request the rights of the Customer under Clause 6.4 shall cease.
- 6.7. The Customer shall be liable to indemnify the Company in full for all costs, charges and expenses (including legal costs) incurred by the Company in exercising any of the rights or remedies available to it under this Clause 6 (including without limitation its rights under Clause 6.6) or under applicable law to recover or repossess the Goods.
- 6.8. The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 6.9. Notwithstanding that property and title in and to the Goods has not passed, the risk of loss or damage to the Goods shall pass to the Customer on delivery. The Customer shall insure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Company until the date that the property in the Goods passes from the Company, shall ensure that the Company's interest in the Goods is noted on the policy of insurance and shall whenever requested by the Company, produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so, all sums owing by the Customer to the Company shall forthwith become due and payable.

7. INSTALLATION

- 7.1. Where the Contract includes installation services the Company shall generally be responsible for fitting Goods on site and placing where necessary, but the following requirements must be met by the Customer:
- 7.1.1. access to the installation site must be within 10 meters of vehicular access;
- 7.1.2. where the installation area is part of a building comprising different levels, a lift and access to that level must be made available;
- 7.1.3. the area designated for installation must be cleared of all contractors' materials and debris.
- 7.2. The Company shall not be responsible for damage caused to the Goods, once installed, by the fault or negligence of other contractors or any other third party.
- 7.3. Normal working hours are 8.30am to 5.30pm Monday to Friday (excluding public holidays). Installations undertaken outside these hours are charged at overtime rates prevailing at that time, or as otherwise agreed with the Customer.
- 7.4. The Company may pass to the Customer any reasonable additional expenses or charges incurred as a result of the Customer's failure to provide unimpeded access or accurate information regarding the premises where Goods are to be installed and where a return visit is required through no fault of the Company, the Customer shall be charged for such additional visit at the hourly rate prevailing at the time.

8. SPECIFICATION

- 8.1. The Company reserves the right to make without notice any changes in materials, specifications, or design of the Goods which having regard to all the circumstances it considers to be reasonable or desirable but which do not affect the operational requirements of the Goods and such changes shall not affect the validity of the Contract.
- 8.2. Although every reasonable precaution shall be taken to ensure the accuracy of such information, all descriptive matter, colours, dimensions and other documentation supplied by the Company and the descriptions and illustrations contained in its catalogues, price lists and other advertising matter are approximate only and are intended merely to describe generally the Goods. They are not, unless it is expressly so stated in the Contract, deemed to form any part or parts of the Contract and are not to be regarded as a warranty or representation.

- 8.3. Although every effort shall be made by the Company to match colour and materials the Company cannot guarantee that no variation in such colour or materials may occur.
- 8.4. Any additional work beyond that specified in the Contract shall only be carried out on the Customer's written instructions at the cost thereof as agreed between the Customer and the Company prior to the carrying out of such additional work, said cost to be in addition to the agreed Contract price.
- 8.5. If any Goods are to be manufactured or any process is to be applied in accordance with a specification supplied by the Customer, the Customer shall indemnify the Company against all loss, costs, expenses, claims and damages awarded against or incurred by the Company as a result of any claim for infringement of intellectual property rights of any other person or any defect in the specification.

9. PAYMENT

- 9.1. Time is of the essence as regards dates for payment. Unless otherwise specifically agreed in writing by the Company, payment shall be made by bank transfer, free of charge for the beneficiary.
- 9.2. If no time for payment is specified in any particular Contract between the Company and the Customer and unless otherwise specifically agreed in writing by the Company, payment shall be made on Order of the Goods.
- 9.3. In addition to all other rights and remedies available to the Company under the Contract or under applicable law, in the event of failure by the Customer to make payment on the payment due date, the Company may at its discretion:
 - 9.3.1. suspend or cancel delivery of Goods under the relevant or any other Contract;
 - 9.3.2. exclude any Warranty which would otherwise be applicable in relation to any Goods supplied to the Customer.
- 9.4. All sums payable by the Dealer hereunder are payable in full, without set-off, deduction or withholding for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law. Without limitation to the foregoing, the Customer shall make payment in full relying upon the Company's applicable Warranty as regards any alleged defects or claim.
- 9.5. If the account is not settled by the due date for payment the Company reserves the right (without prejudice to all other rights or remedies available to it under the Contract or under applicable law) to charge interest on any overdue amount at the rate of 5% above the base rate of HSBC Bank plc from time to time, or if that base rate ceases to exist such other comparable rate of interest as the Company may from time to time decide, which interest shall accrue on a daily basis from the date payment is due until receipt of full payment by the Company (including all interest accrued).

10. WARRANTIES

- 10.1. The Company has standard warranties appropriate for different products, copies of which are available upon request.
- 10.2. Where the Company supplies Goods to a Customer under a Contract, the standard warranties applicable to those Goods (the "Warranties") shall be made available to the Customer and the Customer acknowledges that it has had notice of the Warranties and that those Warranties are incorporated into these Conditions.
- 10.3. All Warranties are deemed invalid if the Customer or any other third party has altered, repaired, damaged, maintained or re-installed the Goods in any way whatsoever.
- 10.4. Where Warranties recommend regular maintenance of Goods, the maintenance should be carried out by Company personnel or an approved third party. If these terms are not complied with the Warranty may become invalid.

11. LIABILITY

- 11.1. Save as provided under the Warranties referred to in Clause 10 above, all terms, conditions, representations, undertakings and warranties (whether implied or made expressly, whether by the Company or its officers, employees, agents or contractors) relating to the Goods, including without limitation relating to the quality and/or fitness for purpose of the Goods or any of the Goods, are hereby expressly excluded.
- 11.2. The Company shall be under no liability whatever to the Customer under or in connection with any Contract, including without limitation its termination, for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of anticipated savings, loss of goodwill or reputation, loss of, damage to or corruption of data, or for any indirect, special or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties or otherwise, and whether arising under statute or in or for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.
- 11.3. The Company's maximum aggregate liability under or in connection with any Contract, whether arising under statute or in or for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed the total sum payable by the Customer under the relevant Contract.
- 11.4. Without prejudice to the generality of the foregoing, the Company shall have no liability under or in connection with any Contract for:
 - 11.4.1. any recommendations or advice given or made by or on behalf of the Company to the Customer as to the methods of installation or using the Goods and the purposes for which the Goods may be used, and any such recommendations or advice are given or made without liability on the part of the Company, its officers, employees, agents or contractors;
 - 11.4.2. any defects arising from wear and tear, neglect, accident or improper use by the Customer or use by the Customer other than in accordance with the instructions of the Company or the Manufacturer of any Goods; or
 - 11.4.3. any Goods which have been adjusted, modified or repaired other than by the Company.
- 11.5. Nothing in these Conditions or any Contract shall exclude or limit the liability of the Company for: (i) fraud, (ii) death or personal injury caused by its negligence, (iii) breach of terms regarding title implied by Section 12 of the Sale of Goods Act 1979 and/or Supply of Goods and Services Act 1982, or (iv) any other liability to the extent the same may not be excluded or limited as a matter of law.

12. FORCE MAJEURE

- 12.1. The Company shall not be liable for any delay or failure in the performance of any of its obligations under any Contract caused by any event or circumstances beyond its reasonable control, including without limitation any act of God, war, outbreak of hostilities, industrial dispute or industrial action of any kind, strike, lock-out, riot, civil disturbance, act of terrorism, fire, explosion, storm, flood, theft, malicious damage, accident, non-availability or shortage of materials or labour, or any statute, rule, bye-law, order or requisition made by any governmental, statutory, regulatory or other duly constituted authority or body.
- 12.2. If the performance of a Contract shall be delayed due to any event or circumstance beyond the reasonable control of the Company, then the time for the delivery of the Goods shall be extended for a reasonable period having regard to the effect of the delaying cause on delivery of the Goods.
- 12.3. If delivery of any Goods is likely to be materially delayed by reason of any event or circumstance beyond the reasonable control of the Company; and
 - 12.3.1. the Goods have been lost, destroyed or irreparably damaged or the delay is likely to continue for so long that the Customer will need to acquire substitute Goods from a source other than the Company; and
 - 12.3.2. the Customer shows to the reasonable satisfaction of the Company that the conduct of its operation is likely to be seriously affected

by the lack of the Goods or that the Customer is in peril of being in breach of contractual obligation to a third party then the Company shall at the request of the Customer agree to the cancellation of the delivery of those Goods but only on the basis that the Customer has no claim against the Company.

13. CANCELLATION

- 13.1. The Company shall be entitled by written notice to the Customer to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if:
- 13.1.1. the Customer becomes or is deemed insolvent or is unable to pay its debts as they fall due, or commences negotiations with its creditors in an attempt to adjust or reschedule its indebtedness, or makes a composition or voluntary arrangement with its creditors, or proceedings are commenced for an order to be made or a resolution to be passed for the winding up of the Customer or for an order for the appointment of an administrator to manage the affairs, business or property of the Customer, or such administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Customer or its directors, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's undertaking or assets, or circumstances arise which entitle the court or other competent body or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court or other competent body to make a winding up order, or the Customer enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or
- 13.1.2. the Customer ceases, or threatens to cease, to conduct business or trade (either in whole or as to any part or division involved in the performance of the Contract); or
- 13.1.3. the Customer takes or suffers any action, proceeding, event or circumstance similar or analogous to any of the foregoing in any jurisdiction; or
- 13.1.4. the Company reasonably apprehends that any of the actions, proceedings, events or circumstances mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.2. The exercise of the Company's rights shall not prejudice or affect any accrued action or right of remedy of either party.

14. NON-PERFORMANCE BY THE CUSTOMER

The Company reserves the right to cancel and/or delay performance of any Contract in the event of material or persistent nonperformance by the Customer in relation to any Contract between the Customer and the Company.

15. INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provision herein all intellectual property rights in all and any materials, drawings, designs, exhibits, software designs, products, goods, services, prototypes, samples, presentations, exhibitions and any other matter whatsoever provided or shown to the Customer whether before the Acceptance of the Customer's Order or in contemplation of it or during the course of performance of, or carrying out any services under, any Contract shall be and shall remain the property of the Company and subject as herein provided the Customer may use the same only for the purposes specified by the Company and shall not use or disclose the same to any third parties without the prior written consent of the Company and shall not copy, reproduce or otherwise imitate the same in any form whatsoever.

16. GENERAL

- 16.1. Each Contract shall be held to incorporate these Conditions and shall constitute the whole agreement between the Company and the Customer regarding the subject matter of the Contract, and shall supersede and replace any and all prior agreements, understandings and arrangements between the Company and the Customer, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Company and the Customer prior to the Contract except as expressly stated in the Contract. Neither the Company nor the Customer shall have any remedy in respect of any untrue statement made to it by the other upon which it relied in entering into any Contract (unless such untrue statement was made fraudulently). Without limitation to the foregoing, each of the Company's and the Customer's only remedies for breach of or otherwise in respect of any untrue statement which is expressly stated in the Contract shall be for breach of contract as provided in the Contract. Each Contract may be waived, amended or supplemented only in writing duly executed by or on behalf of the Company and the Customer.
- 16.2. The Customer shall not be entitled to assign, novate or transfer the Contract, in whole or in part, or any benefit, right or obligation thereunder, without the Company's prior written consent (which the Company may give or withhold in its absolute discretion, and which may be conditional). The Company shall be entitled to sub-contract the performance of any part of the Contract but shall remain primarily responsible therefor to the Customer.
- 16.3. The Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by the laws of England and Wales.
- 16.4. The Company and the Customer hereby submit to the exclusive jurisdiction of the Courts of England and Wales, provided that the Company shall have the right to initiate proceedings against the Customer in any court of competent jurisdiction.
- 16.5. If any provision of the Contract is held by a Court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 16.6. In the event of reselling of Goods purchased, the Customer fully understands and shall abide by all U.S. laws governing the export of products, including, but not limited to regulations specified by the following: U.S. Customs, Department of Commerce, Department of Transportation (DOT), Bureau of Export Administration (BXA), Office of Foreign Asset Control (OFAC), etc. These laws specifically include the laws prohibiting sales of goods by U.S. persons to customers residing in embargoed countries or to denied persons/parties.

17. HEADINGS AND NOTICES

- 17.1. The headings in these Conditions are for convenience only and have no legal effect.
- 17.2. Any notice required under the Contract or these Conditions may be delivered personally, sent first class recorded delivery post or transmitted by facsimile transmission in each case to the registered office of the party to whom the notice is addressed and any such notice shall be deemed to have been validly served by post on the expiry of 48 hours from the time of posting and if delivered personally or transmitted by facsimile transmission at the time of delivery or transmission provided that any such facsimile transmission is confirmed by letter posted within 24 hours of transmission.

18. BREXIT

- 18.1. Once the U.K. has left European Union, we reserve the right to pass on any tariffs or duties incurred at point goods arrive into the U.K.
- 18.2. In the event of a FX-rate movement of more than 3% between quoted price and final price at point of order, then either party may request a revision of the prices and the parties will negotiate in good faith to that effect.
- 18.3. IE would not be held accountable for any delay in delivery times due to extended clearance procedures at the point goods arrive into the UK.