

TERMS AND CONDITIONS



Please note that by placing any order with Sixinch North America, PURCHASER agrees to be bound by these terms and conditions as set out below.

1. About this document:

1.1 This document sets out the terms and conditions ("the Conditions", these Conditions") of a Sixinch North America ("SIXINCH") sale, purchased by a Dealer, A&D Firm, Purchasing Group, End User, Retail Customer, or any other entity ("PURCHASER")
1.2 SIXINCH may change these Conditions at any time. Those changes will not affect any orders already submitted by PURCHASER.

2. Definitions:

2.1 In these Conditions the following terms shall have the following meanings:
- Business Day: Monday to Friday, except bank or other public holidays
- Contract: the agreement formed when SIXINCH agrees to provide Goods to PURCHASER at an agreed upon Price, and which includes these Conditions
- Delivery Address: the Delivery Address provided by PURCHASER to SIXINCH.
- Goods: the Goods ordered by PURCHASER
- Price: the price of the Goods as notified by SIXINCH and then agrees to provide the Goods to PURCHASER
- SIXINCH: Sixinch North America, a company registered in the United States, with primary contact phone number: 574 538 2417
- PURCHASER: any person or entity who orders Goods from Sixinch North America

3. Application:

3.1 These Conditions apply to all orders placed by PURCHASER unless alternative terms are specifically written and agreed upon. No other terms or conditions shall apply.

4. Pricing:

4.1 All price lists, brochures and catalogues are intended as a guide only, and the price of all Goods shall be subject to confirmation by SIXINCH when PURCHASER places an order. Any offer SIXINCH makes to provide Goods at a certain Price shall only remain open for 14 days unless otherwise indicated on a SIXINCH quotation. After that period, the SIXINCH Offer shall be withdrawn.
4.2 Quotes for Canada and Mexico are issued in U.S. currency and valid for 30 calendar days. Freight can be quoted to the port of exit if required. All broker, customs, and freight within Canada and Mexico are not included in a SIXINCH quote.

5. Offers:

5.1 The Contract for provision of Goods between PURCHASER and SIXINCH shall be formed when SIXINCH notifies PURCHASER of the Price of the Goods and Conditions herein ("Offer"), and the PURCHASER wishes to proceed in ordering the Goods.

6. Delivery:

6.1 All delivery costs shall be paid by PURCHASER unless SIXINCH agree otherwise in writing.
6.2 Delivery shall be to the Delivery Address provided by PURCHASER in the order. No order will be acknowledged or processed without a confirmed Delivery Address.
6.3 SIXINCH does not accept liability for any damage to the Goods which occurs while in transit. All risk in the Goods shall pass to PURCHASER when the Goods leave the SIXINCH warehouse.
6.4 All delivery times are approximate and may be subject to change. Any delay in delivery shall not give PURCHASER the right to withhold payment, to refuse the receipt of the Goods, to receive any penalty reimbursement, or to terminate the Contract.
6.5 It is PURCHASER's responsibility to ensure that there is safe adequate access to the Delivery Address for the Goods PURCHASER has ordered, taking into account the size, weight and bulk of the Goods PURCHASER has ordered. If the Goods ordered cannot be off-loaded due to inadequate access, the Goods may be returned to the freight warehouse, and additional freight warehousing fees and additional re-delivery fees may apply.
6.6 It is PURCHASER's responsibility to ensure that PURCHASER has measured

the area into which the Goods will be installed (as well as all areas of access to the installation area) correctly to ensure there is adequate access taking into account the size, weight and bulk of the Goods PURCHASER has ordered.
6.7 If PURCHASER is not present to collect the Goods or PURCHASER unreasonably refuses to take delivery of the Goods, SIXINCH may charge PURCHASER reasonable costs of returning the Goods to the freight depot, reasonable costs of storage, and reasonable charges for redelivering the Goods to PURCHASER. Under no circumstances does the refusal of a shipment constitute the cancellation of an order or the claim to recover or deny payment for the order.

6.8 Deliveries going into Canada or Mexico may require PURCHASER to provide PURCHASER's Broker information and Delivery Address with PURCHASER's purchase order. SIXINCH will quote estimated freight based on the port of exit/entry provided by PURCHASER. SIXINCH will not provide a freight estimate to the final destination in Canada or Mexico. PURCHASER's Broker will need to provide PURCHASER with a freight quote from port to the PURCHASER's final destination.
6.9 NAFTA Certificate of Origin Form will be completed by SIXINCH for each shipment going into Canada or Mexico.

7. Force majeure:

7.1 While SIXINCH endeavors to complete all orders within quoted lead times, certain circumstances beyond SIXINCH control may prevent this. These circumstances include natural disasters such as fire, floods, violent storms, service interrupting labor disputes, exclusions, transport difficulties, machine failure, default of suppliers, failure of suppliers to provide goods or components or similar uncontrolled difficulties. If such circumstances arise, SIXINCH shall have the right and be afforded time to (i) seek alternative arrangements with Purchaser, (ii) no longer provide the Goods and to provide PURCHASER with a full refund, or (iii) to provide the Goods only once the relevant circumstances permit.

8. Payment terms:

8.1 PURCHASER agrees to pay the Price, delivery charges and any other charges agreed.
8.2 Unless agreed to otherwise, payment terms for the Goods shall be 50% of the Price paid in advance at the time of the order and the balance of payment due prior to ship date. The production of the order will not commence until the first 50% deposit payment is received. If both parties agree to special product lead times of 4 weeks or less, full payment is due immediately upon order.
8.3 Any terms other than the terms noted in 8.2 here require an approved credit application by SIXINCH.
8.4 All invoices are payable at the SIXINCH registered office and / or via the bank account as stated in the invoice. In the event of non-payment by the due date, SIXINCH shall be entitled (i) to receive from PURCHASER interest of 1% per month on all outstanding amounts (ii) to receive from PURCHASER a further amount of 10 % of all outstanding amounts or \$100 (whichever is greater); and/or (iii) to suspend and/or terminate without notice all agreements with PURCHASER (including this Contract) without compensation or return of any amounts paid under such agreements.
8.5 Visa and MasterCard accepted with a 3.75% processing fee.
8.6 All payments are to be made in U.S. funds.

9. Defects and Complaints:

9.1 PURCHASER must immediately inspect the Goods on arrival at the Delivery Address.
9.2 If PURCHASER has any complaints about the nature, quantity, quality or exterior condition of the Goods or any other complaint about the Goods which is reasonably apparent, PURCHASER must advise SIXINCH at the time of delivery and record it in the original copy of the transport documents and/or delivery report. PURCHASER must provide SIXINCH with written detail of complaints by registered post within 8 days of delivery of the Goods.
9.3 If PURCHASER has any complaints about any non-visible defect in the Goods, PURCHASER must advise SIXINCH by registered post immediately on discovery of the defect. Any return of the Goods shall be subject to SIXINCH's written agreement.
9.4 The acceptance of returned Goods is always subject to SIXINCH discretion and does not indicate SIXINCH agreement to bear the cost of the return.

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The existence of a complaint does not relieve PURCHASER from PURCHASER's obligation to pay the Price on the stated due date.

9.5 Without limitation to the above, PURCHASER will have no right to return Goods if:

(i) Product was made to PURCHASER's specifications or are personalized to PURCHASER; or (ii) PURCHASER has interfered with or modified the Goods in any way.

9.6 Nothing in these Conditions and no other term of the contract, will affect PURCHASER's statutory rights.

10. Retention:

10.1 Until full payment of the Price, SIXINCH retains ownership of the Goods and the Goods must be kept in their original condition.

10.2 In the event of late payment SIXINCH has the right to retrieve the Goods from PURCHASER at PURCHASER's risk and cost and without notice.

11. Termination:

11.1 If PURCHASER fail to perform any of PURCHASER's obligations under the Contract or comply with any of the warranties set out below, SIXINCH shall have the right to terminate the Contract without notice. PURCHASER shall be required to pay for all Goods complete through production that has shipped (or is scheduled to ship) to PURCHASER and shall pay for all damages, with an absolute fixed minimum of 30% of the agreed price (or in the case of orders involving customized products or products made in a non-standard or custom color, 50% of the agreed price).

12. Warranty:

12.1 SIXINCH offers Purchaser a Limited Product Warranty for all Products. A separate document details this warranty. Some of the key terms are summarized as follows:

12.2 The warranty shall be limited to the terms for each product category listed on the SIXINCH Limited Product Warranty document and running from the date of the purchase. The warranty shall only apply if PURCHASER notifies SIXINCH immediately on discovery of any defect in the Goods which is directly attributable to a design or manufacturing error.

12.3 Any additional costs of claiming under this warranty such as taxes and shipping costs shall be borne by PURCHASER.

12.4 On making a warranty claim, SIXINCH shall investigate the alleged defect in the Goods. If the results of this investigation show that the Goods are defective as a result of SIXINCH design or manufacturing, the Goods purchased shall be wholly or partially replaced by Goods of similar nature and quality.

12.5 No warranty will apply in the following non-limited circumstances:

(a) Any improper use or abuse of the Goods, including any failure to comply with SIXINCH instructions concerning the use of the Goods; (b) any lack of maintenance of the Goods; (c) If the Goods have been used for a purpose for which they were not intended

(d) if PURCHASER disregards any term of these Conditions.

12.6 In the event SIXINCH carries out repairs, the warranty shall be limited to those repairs SIXINCH agreed to perform or any replacement parts SIXINCH agreed to supply in the Contract. SIXINCH shall charge PURCHASER for all adjustments, repairs, alterations and/or extensions unless they were agreed as part of the original Contract.

12.7 Color tone differences between the models and the Goods as delivered may be due to the appearance of the products on a computer screen, the lighting of the products and the reflection of light in any pictures of the products.

12.8 The Polyurethane lining of SIXINCH products is the result of a polymer system. This can result in some marks in the surface and in the edges of the polyurethane coating.

12.9 Customized orders (in form and / or color) cannot be cancelled once they are put into production.

13. Intellectual Property:

13.1 All intellectual property rights arising from the execution of custom orders, including in or relating to any drawings, texts and designs, shall hereby be licensed by PURCHASER to SIXINCH on a non-exclusive, worldwide basis. PURCHASER shall complete all acts and enter into any agreements necessary to comply with this clause.

13.2 PURCHASER warrants that the manufacturing, production and final delivery of the goods does not violate the intellectual property rights of any third party and PURCHASER hereby indemnify SIXINCH against all claims by third parties arising out of any allegation of breach of any third party's intellectual property rights and PURCHASER shall compensate SIXINCH for damage (both direct and indirect) that SIXINCH shall suffer.

13.3 As a Condition of the Contract, PURCHASER agrees to allow SIXINCH to use images of the Goods as installed at PURCHASER's location for the SIXINCH marketing and promotional portfolio. By allowing SIXINCH to use images and pictures of the Goods, PURCHASER will automatically transfer to SIXINCH a license to use these images without limitation for the purpose of promoting SIXINCH products and services.

14. No Liability for business losses and unforeseeable losses:

14.1 To the fullest extent permissible under applicable law, SIXINCH disclaim any and all warranties of any kind, whether express or implied, in relation to the Goods. This does not affect PURCHASER's statutory rights as a consumer.

14.2 SIXINCH will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Conditions for:

(i) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or (ii) any loss of goodwill or reputation; or (iii) any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

15. General:

15.1 Assignment by PURCHASER: PURCHASER may not transfer the benefit of the contract or any rights under it to anyone else without SIXINCH prior written consent.

15.2 Assignment by the Company: SIXINCH shall be entitled to assign the benefit of the Contract and any debts under the Contract.

15.3 Sub-contracting: SIXINCH may sub-contract its obligations under the Contract.

15.4 Invalid Terms: Each of the terms of the contract is separate and severable, and if any term is held to be void or invalid, it shall be severed, and the remaining terms shall continue in full force.

15.5 Waivers: SIXINCH may on occasion, at SIXINCH sole and absolute discretion, decide not to exercise or wait before exercising SIXINCH rights. If SIXINCH does so, SIXINCH shall still be entitled to insist on the strict terms of the Contract at any later date.

15.6 Law and Jurisdiction: The Contract shall be governed by the laws of the State of Indiana, USA, and the courts of Indiana shall have exclusive jurisdiction.

16. California Technical Bulletin (CAL) 133

CAL 133 is a fire performance test of a complete article of seating furniture. Since CAL 133 tests completed furniture and not components there are no CAL 133 approved component fabrics or coatings.

Select SIXINCH products in combination with select upholstery fabrics and or coatings have been tested and are in compliance with CAL 133. In order for SIXINCH products to comply with CAL 133 the foam must be protected with a fire-block material, fire retardant foam, or the SIXINCH coating formula/process for CAL 133 must be used. For those products that must comply with CAL 133 there will be a net charge for production of the CAL 133 process. SIXINCH is able to help coordinate, schedule, and complete the CAL 133 testing process. The net fee is determined by the products involved. Different designs, fabrics, and coatings perform in different ways during the CAL 133 testing process. SIXINCH does not guarantee favorable results of any given CAL 133 test. Final testing and compliance of the product is the responsibility of the purchaser.

If PURCHASER wishes to specify SIXINCH products for compliance with CAL 133 please contact SIXINCH for product and testing cost information.

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