

LIMITED LIFETIME WARRANTY

Fleetwood Furniture/Fleetwood Group Inc. ("Fleetwood") warrants that Fleetwood brand products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Fleetwood Branded Products delivered in the United States and U.S. territories. The warranty is valid from the date of delivery to the original end user and is non-transferable at its option and free of charge (for materials and components). Fleetwood will repair or replace with comparable product, any product, part or component that fails under normal use. If repair or replacement is not commercially practicable, Fleetwood will provide a refund or credit for the affected product. End user means the final purchaser acquiring a product from Fleetwood or a Fleetwood Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

EXCEPTIONS TO THE LIMITED LIFETIME COVERAGE

12 years: laminate, solid surfaces, natural wood tops, fabrics, casters, glides, levelers, hinges, drawer slides, locks, Rock seating surface and mechanism, Flip & Nest table mechanism, Illusions 2.0 learning wall whiteboards, E! Seating shells.

5 years: plastic trays and plastic rails

3 years: electrical components, pneumatic and hydraulic cylinders, soft close hinges

2 years: PET felt material

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear (including, but not limited to, scratching of epoxy tops, Maple Block tops and phenolic tops, and ghosting on whiteboard desks, tables and Palette Personal Markerboard, and puncturing of the Rock seating surface)
- Failure to apply, install, reconfigure, or maintain products according to published Fleetwood or manufacturer instructions and guidelines
- Use of abrasive cleaners
- Abuse, misuse, or accident (including, without limitation, use or storage of product in unsuitable environments or conditions)
- Product exposure to water or other liquids
- Unauthorized alteration or modification of the product
- The substitution of any unauthorized non-Fleetwood components for use in the place of Fleetwood components

WARRANTY DOES NOT COVER:

- Products considered by Fleetwood to be consumables, such as Palette Personal Markerboard.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood
- Any non-standard products that were explicitly excluded from warranty coverage and captured in writing on the quote
- Other manufacturers' products (Fleetwood will pass along other manufacturers' warranties.)

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Fleetwood will 1) repair or, at Fleetwood's option, replace the affected product at no charge with a new or refurbished product of comparable function, performance and quality or 2) refund or credit of the purchase price for the affected product if, at Fleetwood's discretion, Fleetwood determines that repair or replacement is not commercially practicable or cannot be timely made.
 - A product "defect" means an inadequacy in the materials or workmanship of the product that 1) existed at the time when you received the product from Fleetwood or a Fleetwood Authorized Reseller and 2) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation for the product.
 - An "ordinary use" means use of the product 1) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and 2) in accordance with manufacturer recommendations and/or instructions in the materials and documentation for the product.
 - A "Fleetwood Authorized Reseller" means any dealer that 1) is duly authorized by Fleetwood to sell the product, 2) is legally permitted to conduct business in the jurisdiction where the product is sold, and 3) sells the product new and in its original packaging.
- Replacement parts are covered for the balance of the original product warranty.

Fleetwood reserves the right to request that the damaged product be returned prior to granting a remedy.

(a) Seller warrants to Buyer that, effective as of the date of shipment of the Products, such Products will materially conform to

Seller's published specifications in effect as of the date of shipment under the corresponding Sales Confirmation and will be free from material defects for Products delivered in the U.S. and U.S. territories (the "Limited Lifetime Warranty"). "Material Defect" shall be defined as an inadequacy in the materials or workmanship of the Product that (i) existed at the time the Product was received and (ii) causes a failure of the Product to perform under Normal Use (as defined below) in accordance with the materials and documentation for the Product. Seller makes the foregoing Limited Lifetime Warranty solely to Buyer, and such warranty is not transferrable to any of Buyer's customers to whom it may sell the Products. As between Buyer and Seller, Buyer shall be solely responsible for use of the Products by its customers, and such customers shall have no recourse against Seller in connection therewith. Seller shall repair or replace Products, parts, or components that fail under normal use free of charge under its Limited Lifetime Warranty. "Normal Use" shall be defined as use of a Product (i) in conformance with all applicable local, state, or federal laws, codes, and regulations (including, without limitation, building and/or electrical codes), and (ii) in accordance with manufacturer recommendations and/or instructions in the materials or documentation for the Product. If repair or replacement is not commercially practicable, Seller shall provide a refund or credit for the applicable Product, part, or component.

(b) For laminate, solid surfaces, natural wood tops, fabrics, casters, glides, levelers, hinges, drawer slides, locks, Rock seating surface and mechanism, Flip & Nest table mechanism, Illusions 2.0 learning wall whiteboards and Evoke shell-to-frame connections, the warranty period shall only be twelve (12) years from the date of shipment. For plastic trails and plastic rails, the warranty period shall only be five (5) years from the date of shipment. For electrical components, pneumatic and hydraulic cylinders and soft close hinges, the warranty period shall only be three (3) years from the date of shipment.

(c) EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY: (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) For the avoidance of doubt, the Limited Lifetime Warranty shall not apply to Product defects, damage, failure or loss resulting from: (i) normal wear and tear (including, without limitation, scratching of epoxy tops, maple block tops and phenolic tops, and ghosting on whiteboard desks, tables, and Pages, and puncturing of the Rock seating surface, (ii) failure to apply, install, reconfigure, or maintain products according to published Seller or manufacturer instructions and guidelines, (iii) use of abrasive cleaners, (iv) abuse, misuse, or accident (including, without limitation, use or storage of product in unsuitable environments or conditions), (v) product exposure to water or other liquids, (vi) unauthorized alteration or modification of the Product, and (vii) substitution of any unauthorized non-Seller components for use in the place of Seller's components.

(e) The Limited Lifetime Warranty shall not cover, in any capacity: (i) Products considered to be consumables, including, without limitation, Pages dry erase markerboards, (ii) variations occurring in surface materials, including, without limitation, colorfastness, matching grains, textures, and colors across dissimilar substrates and lots, and natural aging found in materials such as wood, (iii) any non-standard Products that were explicitly excluded from warranty coverage which was provided in writing to Buyer on the Sale Confirmation(s) and (iv) other manufacturer's products.

(f) Seller shall not be liable for a breach of the warranty set forth in this Section unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products contain a Material Defect(s). Seller has the sole right in its reasonable discretion to determine the validity of any and all warranty claims by Buyer.

(g) Seller shall not be liable for a breach of the warranty set forth in this Section if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller.

(h) THE REMEDY SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

LIMITATION OF LIABILITY IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, DIRECT, 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 OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER. The limitation of liability set forth in this Section shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

INDEMNIFICATION (a) In addition to any other indemnification rights and obligations under these Terms, Buyer shall indemnify and hold Seller harmless from any and all liabilities, demands, claims, losses, damages, costs and expenses of any nature or kind (including legal and other professional fees) arising from Buyer's or any third party's use or misuse, maintenance, transportation, storage, handling, sale or disposal of Products. (b) Buyer agrees that Seller assumes no liability whatsoever for any damage, loss, injury, disability, or death that might arise from the use of, misuse of, or the inability to use the Products by any person. (c) Buyer assumes full responsibility for and risk of any damage, loss, injury, disability or death which has or may be sustained as a consequence of the use of the Products. Buyer also assumes full responsibility for repairs, inspection, preventive maintenance, disposal and costs associated with the Products.

COMPLIANCE WITH LAW Buyer shall comply with all applicable laws, regulations and ordinances. Buyer agrees to indemnify and hold Seller harmless from all liabilities, demands, claims, losses, damages, costs and expenses of any nature or kind (including legal and other professional fees) arising from or relating to the foregoing. Seller and Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it 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 Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

CONFIDENTIAL INFORMATION (a) All non-public, confidential or proprietary information of Buyer or Seller (collectively, "Confidential Information"), including, without limitation, software, products, services, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by one party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media (including on Seller's website), 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 the disclosing party in writing. Either party receiving Confidential Information shall take steps to protect such received Confidential Information in the same manner it would protect its own Confidential Information. Upon request, either party shall promptly return all documents and other materials received from the other. Either party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (ii) rightfully obtained by Buyer on a non-confidential basis from a third party. (b) Buyer shall not (i) alter or remove from any Confidential Information any proprietary, patent, copyright, trademark or trade secret legend, (ii) decompile, reverse engineer, disassemble, re-work, or otherwise use any means to make a derivative work from such Confidential Information, or attempt to do any of the foregoing, (iii) perform any analyses involving the Confidential Information or (iv) modify, transmit, reproduce, publish, license, transfer or sell any Confidential Information.

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 and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Buyer may not terminate any Sales Confirmation without the express written consent of Seller.

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.

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, flood, fire, earthquake, explosion, 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, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to Seller's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

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.

ENTIRE AGREEMENT Except for the Fleetwood Dealer Loyalty Program Agreement, this Agreement, together with any other documents incorporated herein by reference and all related exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, this Agreement shall govern.

SEVERABILITY If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

COUNTERPARTS This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

MISCELLANEOUS 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, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This 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 whatsoever under or by reason of these Terms. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. Buyer's use of the Products is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Any legal suit, 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 Michigan in each case located in the City of Grand Rapids, Michigan and County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. 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), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken only to the extent necessary to comply with any conflicting law. 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 including, but not limited to, the following provisions: Indemnification, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.