

Office Furniture Expo Sales Order Terms and Conditions

These Sales Order Terms and Conditions (these “Terms”) govern all purchases of goods from Office Furniture Expo, Inc. (“Seller”). Any and all buyers of Seller’s goods agree to be bound by these Terms.

1. All sales of goods covered hereunder (the “Goods”) are F.O.B. Seller’s shipping point, regardless of the means of delivery to the Buyer, with title and risk of loss passing to the Buyer at such time. Buyer shall be responsible for all freight and other charges incurred in connection with shipping the goods purchased by Buyer.

2. The terms of payment for the Goods shall be as stated on the delivery ticket provided by Seller and accepted by Buyer (the “Invoice”). Buyer shall pay for the Goods in accordance with the terms of payment stated on the Invoice and these Terms (together, the Invoice and the Terms are collectively referred to herein as the “Agreement”). The terms of payment begin from the date of the Invoice (the “Invoice Date”) and Buyer agrees to pay Seller the full invoice amount within thirty (30) days of the Invoice Date. A finance charge of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law, whichever is less, will be charged on each payment received after the due date. If Buyer fails to pay any amount owing under the Invoice in accordance with the payment terms, or if Buyer becomes insolvent or files for bankruptcy, any unpaid balance shall be immediately due and payable and Buyer shall make immediate payment of any such amounts. A thirty-dollar (\$30) fee will be charged on each check returned due to insufficient funds. Checks will not be re-deposited. Buyer agrees to pay all expenses of collection incurred by Seller hereunder, including reasonable attorney’s fees of fifteen percent (15%) of all principal and interest owing by Buyer.

3. Credit arrangements are subject to the written approval of Seller and are subject to change without notice. Seller has the right to cancel or limit Buyer’s ability to purchase on credit at any time in its sole discretion. In the event Buyer fails to fulfill the terms of payment or in the event Seller shall have any doubt at any time as to Buyer’s financial responsibility, Seller may decline to make further deliveries to Buyer except upon receipt of cash or satisfactory security.

4. Buyer and Seller agree that the Invoice, when signed by Buyer, constitutes a purchase money security agreement and financing statement in accordance with the Uniform Commercial Code of Georgia. Buyer hereby grants to Seller, and Seller accepts and reserves, a purchase money security interest in the Goods and in any proceeds thereof, in an amount equal to Buyer’s outstanding indebtedness to Seller. Buyer further grants to Seller a security interest in all accounts receivable, equipment, merchandise, and

inventory now owned or hereafter acquired by Buyer, until all amounts owed to Seller pursuant to this Agreement have been paid in full. Buyer further agrees to execute such instruments as Seller may reasonably request including, without limitation, a UCC-1 financing statement, to perfect Seller's security interest; and should Buyer fail to execute any such instrument, Buyer hereby irrevocably appoints Seller, as Buyer's attorney-in-fact to execute on Buyer's behalf all such instruments, at any time during which Buyer owes any monetary balance to Seller.

5. Buyer shall inspect the Goods immediately upon receipt and shall within ten (10) days of receipt of the Goods give written notice to Seller of any claim that (1) the Goods do not conform with the terms of the Invoice or (2) that the Goods are damaged or otherwise defective. Upon Seller's receipt of such notice, Seller, in its sole discretion, will repair, exchange, or otherwise resolve the damaged or defective Goods issue. Buyer hereby agrees to abide by Seller's discretion and disposition of any damaged or otherwise defective Goods claim. Failure of Buyer to give such notice within the ten (10) day period shall constitute an acceptance of the Goods and a waiver by Buyer of all claims with respect thereto.

6. SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY AND ALL IMPLIED WARRANTIES WHICH MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. BUYER AGREES TO ASSUME ALL RISK AND LIABILITY FOR THE GOODS, WHETHER USED INDIVIDUALLY OR IN COMBINATION WITH OTHER GOODS.

7. Seller's liability for damages to Buyer for any claim whatsoever, regardless of the form of action (whether in contract or tort, including negligence), shall be limited to actual damages, which in no event shall exceed the amount paid to Seller under the Invoice. Seller shall have no liability to Buyer (or any person or entity claiming through Buyer) for lost profits, loss of revenue or for incidental, special or exemplary or consequential damages and these are hereby waived by Buyer.

8. No liability shall result from delay in performance or nonperformance of this Agreement directly or indirectly caused by accidents, floods, or other acts of God, wars, any act of or authorized by any government, labor disputes, fire, explosions, delays of carriers, inability to obtain suitable material, equipment, fuel, power or transportation or arising from contingencies, happenings or causes beyond the control of the party affected.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia (without regard to principles of conflicts of laws). Buyer agrees to (i)

irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in DeKalb County, Georgia, and the United States District Court, Northern District of Georgia to resolve any disputes relating to this Agreement and (ii) waive any right to move or dismiss or transfer any such action brought in such court on the basis of any objection to personal jurisdiction or venue.

10. Buyer agrees to release, acquit and forever discharge Seller, its affiliates, parents, divisions, subsidiaries, successors, stockholders, officers, directors, agents, employees, and assigns, from any and all claims, liabilities, actions, and causes of action arising out of or in any way related to the loading of the Goods described on the Invoice (the "Goods") onto, into, or inside the Buyer's vehicle, trailer, or other means of transportation. In connection therewith, Buyer acknowledges and understands that Buyer is responsible for seeing that the Goods are tied down properly, and any Goods being transported to Buyer's destination of delivery that are lost or damaged is no fault of Seller.

11. Buyer agrees to indemnify and hold harmless Seller, its affiliates, parents, divisions, subsidiaries, successors, stockholders, officers, directors, agents, employees, and assigns, from and against any and all claims, actions, liability, loss, damage, costs or expense (including, without limitation, reasonable attorneys' fees) with respect to any suit, claim, demand or other proceeding arising out of or relating to the Goods.

12. No terms or conditions other than those stated in this Agreement shall be binding on the Seller unless such modification or additional terms are made in writing and executed by the Seller. The terms and conditions of this Agreement shall take precedence over any different or conflicting terms in any other documents. Acceptance by Seller of Buyer's order is expressly limited to the terms and conditions contained in this Agreement.

13. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms and will not affect the validity and enforceability of the remaining provisions. The proceeding Terms and terms of payment set forth in the Invoice represent the entire agreement between Buyer and Seller relating to the subject matter herein.

Effective Date: March 29, 2012.