



# TERMS AND CONDITIONS + WARRANTY

Effective: 04/01/26

**EFFECTIVE: APRIL 1, 2026**



**Hi5 Furniture, Inc.**  
**4304 NW Mattox Road, Riverside, MO 64150**

## Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") are part of and incorporated into every quotation, bid response, sales acknowledgment, purchase order acceptance, invoice, and other sales document issued by Hi5 Furniture, Inc. ("Hi5"). These Terms apply to all sales of products and services by Hi5 unless Hi5 expressly agrees otherwise in a writing signed by an authorized officer of Hi5. Any additional, inconsistent, or conflicting terms proposed by a dealer, purchaser, or end user are rejected and shall not apply unless expressly accepted by Hi5 in writing.

For purposes of these Terms, "Customer" means the Authorized Commercial Furniture Dealership ("Dealer") purchasing directly from Hi5, unless otherwise expressly agreed in writing.

### 1. Orders; Acceptance

All orders must be submitted in writing or electronically through a valid purchase order and must include the product total and all information reasonably required by Hi5 to process the order.

No order is binding on Hi5 until Hi5 issues a written order acknowledgment. The order acknowledgment will reflect Hi5's understanding of the order, including pricing and an anticipated ship or delivery date. Customer is responsible for reviewing the acknowledgment immediately and notifying Hi5 in writing of any discrepancy within forty-eight (48) hours after issuance. If no written objection is received within that period, the acknowledgment will be deemed accepted and controlling.

### 2. Required Purchase Order Information

To process an order, Customer must provide complete and accurate information, including as applicable:

- sold-to legal name, address, phone, and email;
- ship-to legal name and address;
- purchase order number for the party to be invoiced;
- authorized signature, if a signature line is present;
- contact name and phone number for order questions;
- shipping contact name and phone number;
- tagging instructions;
- product total in net dollars;
- any installation, design, project management, and service fees;
- quantities, product numbers, finishes, colors, and model codes;
- approval drawings, signed by an authorized representative when required;
- delivery instructions, site requirements, electrical plans, and other installation-related information.

Hi5 may delay processing, manufacturing, shipment, or installation until all required information is received.

### 3. Order Changes and Cancellations

All order changes and cancellations must be submitted in writing. No oral change is binding.

For specials, Customer's Own Material ("C.O.M."), finish matches, custom colors, custom products, master lock and key orders, and rush orders, no changes or cancellations are permitted more than forty-eight (48) hours after order placement.

For all other products, changes and cancellations are subject to Hi5 approval. Hi5 may impose a reasonable change or cancellation charge to cover administrative expense, material cost, engineering, production interruption, restocking, freight, or other resulting costs.

Changes include, without limitation, deletion of line items, or changes in quantity, size, finish, color, model, ship-to address, installation scope, or requested services. Additions may be accepted without penalty, but may cause the order or affected line items to be rescheduled. Any change that increases order value must be supported by an amended purchase order or other documentation acceptable to Hi5.

Ship-to address changes made within five (5) business days of scheduled shipment or delivery may incur relabeling, reconsignment, storage, and related administrative charges.

No order change or cancellation is binding until acknowledged in writing by Hi5.

### 4. Pricing

Prices are based on Hi5's published price book and applicable discounts in effect at the time Hi5 receives the order, unless otherwise stated in writing. Published prices, discounts, surcharges, and program terms are subject to change without notice.

Unless otherwise expressly stated, prices do not include freight, storage, installation, design, project management, taxes, duties, permit costs, disposal charges, or special handling.

If a requested delivery date is more than one hundred twenty (120) days after order receipt, Hi5 reserves the right to apply published pricing in effect at the time of shipment.

### 5. Payment Terms; Credit; Deposits

Payment terms and credit limits, if any, will be established by Hi5 based on financial and credit information acceptable to Hi5. Standard open-account terms are net thirty (30) days from invoice date unless otherwise stated in writing.

Hi5 may require advance payment, progress payments, deposits, personal guaranties, credit card authorization, or other payment security at any time. For custom orders and projects exceeding \$50,000 net, Hi5 may require a deposit before order entry, production, or shipment.

Customer's account must remain within its assigned credit limit and current at all times. Hi5 may suspend production, withhold shipment, delay delivery, revoke credit, or cancel orders if Customer's account is over limit, delinquent, or if Hi5 reasonably believes Customer's financial condition has become impaired.

Customer authorizes Hi5 to obtain credit reports, bank references, trade references, and other financial information from third parties and authorizes such parties to release information to Hi5 for credit evaluation and collection purposes.

### 6. Past-Due Amounts

Past-due balances may accrue a service charge at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, plus reasonable collection costs, including attorneys' fees and court costs where permitted by law.

### 7. Forms of Payment

Accepted forms of payment may include check, ACH, wire transfer, and approved credit card payments. Credit card payments may be subject to a processing fee where permitted by law.

### 8. Taxes

Prices do not include customs duties, sales taxes, use taxes, excise taxes, value-added taxes, or similar taxes. Customer is responsible for all taxes and governmental charges arising from the sale, shipment, delivery, installation, or use of the products or services, except taxes based solely on Hi5's net income. If Customer claims exemption, Hi5 must receive and approve a valid exemption certificate before shipment. Otherwise, applicable tax will be charged and must be paid by Customer.

**Hi5 Furniture, Inc.**  
**4304 NW Mattox Road, Riverside, MO 64150**

## 9. Shipment; Delivery; Freight

All shipments are FOB Destination from Hi5 Furniture, Inc.'s manufacturing facilities. Title to and risk of loss transfer to Customer upon delivery to the designated delivery location identified in the order. Hi5 may determine method of shipment, carrier, and routing unless otherwise agreed in writing.

Unless otherwise stated in writing, standard freight terms are dock-to-dock delivery only. Additional services, including inside delivery, residential delivery, liftgate service, limited-access service, special appointment scheduling, detention, storage, rerouting, reconsignment, or other nonstandard delivery requirements, will be charged to Customer.

If delivery must be made to an intermediate or alternate location at Customer's request, risk of loss transfers upon delivery to that location. All products are shipped in compliance with applicable freight classification standards. Unless otherwise specified, products ship unassembled. Hi5 is not responsible for site conditions preventing delivery.

## 10. Delivery Dates; Delays

Any stated ship or delivery date is an estimate only and is not guaranteed unless Hi5 expressly agrees otherwise in writing. Hi5 is not liable for delay caused by material shortages, labor conditions, transportation disruptions, acts of God, force majeure, governmental action, Customer-caused delay, changes to the order, incomplete information, site conditions, or any cause beyond Hi5's reasonable control. Hi5 is not responsible for labor charges, installation fees, liquidated damages, back charges, or consequential costs arising from delayed shipment or delivery unless Hi5 expressly agrees in a signed writing.

## 11. Storage; Customer Delay

If Customer cannot or will not accept delivery when scheduled, Hi5 may store the products at Customer's risk and expense, either at Hi5's facility or with a third party. Upon transfer to storage, risk of loss passes to Customer. Hi5 may invoice Customer for the products, storage, handling, transfer, insurance, and incidental expenses upon placement into storage. Unless otherwise stated by Hi5 in writing, storage charges may be assessed on the net order value as follows:

- one month: 2%
- two months: 4%
- three months: 6%
- four months: 8%

Additional months may be charged at Hi5's then-current storage rates.

Any delay caused by Customer, including incomplete specifications, missing approvals, inaccurate field conditions, missing site readiness, or lack of shipping or installation information, constitutes a Customer delay.

## 12. Inspection; Shortages; Damage; Freight Claims

Customer must inspect all shipments at the time of delivery. Any visible shortage, damage, or delivery discrepancy must be noted in detail on the delivery receipt before the carrier departs. All cartons, crates, and packages should be opened and inspected promptly, regardless of external condition.

Claims against Hi5 for shortage, shipping error, or damage must be submitted in writing **within ten (10) calendar days after delivery** and must include supporting documentation, including signed delivery receipt, photographs, and item-specific details. Failure to provide timely notice constitutes acceptance of the shipment and waiver of the claim to the fullest extent permitted by law. If Hi5 agrees to assist with a freight claim, Customer must provide all requested supporting documents promptly. Freight claims are subject to carrier rules and procedures.

## 13. Returns; Approved Returns

No product may be returned without Hi5's prior written approval and a Return Material Authorization ("RMA"). Approved returns must be returned freight prepaid to the location identified by Hi5 and must be packaged in original or equivalent protective packaging. Customer bears all risk of damage resulting from improper return packaging. Collect shipments will not be accepted.

All packages must be clearly marked with the applicable RMA number. Returned product may be subject to inspection, restocking charges, repair charges, repackaging charges, and credits in amounts determined by Hi5. Custom, special, made-to-order, C.O.M., finish-match, discontinued, or nonstandard items are not returnable unless Hi5 expressly agrees otherwise in writing.

## 14. Dealer Responsibilities

Where a project involves a selling dealership and an installing dealership, the parties shall allocate responsibilities as follows unless otherwise agreed in writing.

### A. Installing Dealership Responsibilities

The installing dealership shall:

- designate non-commissioned employees, such as a project manager, to coordinate and administer inbound orders;
- manage administrative responsibilities accurately, completely, and timely;
- maintain insurance, including public liability, products liability, operations liability, workers' compensation, occupational disease, automobile liability, property damage, and coverage for merchandise in its care, custody, or control, each with limits of not less than \$1,000,000 unless greater limits are required by contract or law;
- use experienced, high-quality installers if subcontracting installation;
- maintain adequate warehouse space for at least one truckload of furniture;
- maintain delivery vehicle capability and appropriate handling equipment;
- maintain tools, touch-up supplies, spare parts, and hardware reasonably necessary for commercial furniture installation;
- maintain CAD capability or access to qualified drafting support when required;
- conduct pre-installation and post-installation meetings with the customer;
- confirm delivery dates with the customer at least forty-eight (48) hours in advance;
- communicate service-related taxes promptly to the selling dealership;
- receive, inspect, and report damaged or replacement product information;
- take field measurements and inspect the site within one week after receiving the installation package;
- coordinate other trades and attend construction meetings as needed;
- install product according to Hi5's written installation instructions;
- remove installation debris and dispose of job-site trash unless otherwise agreed;
- prepare a punch list;
- obtain customer sign-off upon completion;
- provide fee-based post-installation services, including add-ons, maintenance, reconfiguration, and warranty support, when requested.

**Hi5 Furniture, Inc.**  
**4304 NW Mattox Road, Riverside, MO 64150**

## B. Selling Dealership Responsibilities

The selling dealership shall:

- assist the customer with evaluation, specification, and design consultation;
- select the installing dealership prior to order entry;
- obtain installation pricing and confirm the agreed installation fee;
- procure mockups where required;
- use Hi5's symbols library and CET Designer, or equivalent design software, to prepare design specifications;
- prepare and submit purchase orders and takeoffs;
- review the installation package with the installing dealership;
- verify purchase orders and acknowledgments for accuracy;
- coordinate change orders and revised purchase orders;
- communicate shipping schedules with the installing dealership;
- send the installation package to the installing dealership at least two weeks before shipment, including drawings, packaging instructions, purchase order, delivery instructions, electrical plans, project contacts, and other necessary installation information;
- notify the installing dealership of design changes within forty-eight (48) hours and communicate backorders or shortages;
- coordinate add-on orders and revised purchase orders;
- invoice the customer and pay vendors if the selling dealership holds the purchase order;
- file and monitor freight claims;
- file and monitor warranty claims.

## 15. Site Conditions; Installation Requirements

Customer is responsible for ensuring the site is ready, accessible, and suitable for delivery and installation. Unless otherwise expressly agreed in writing, electrical hardwiring, plumbing, data, mechanical work, permits, inspections, bonds, and coordination with other trades are the responsibility of Customer or others retained by Customer. Any building where products are to be installed must be enclosed, dry, protected from the elements, and maintained between 40°F and 90°F, with relative humidity not exceeding 70%, at receipt, during installation, and thereafter to the extent necessary to preserve product condition.

## 16. Use of Products

Customer agrees to use, maintain, and permit use of the products only in accordance with Hi5's written instructions, care guidance, warnings, and recommendations. Customer shall not remove or alter any safety device, label, warning, or operating instruction.

## 17. Product Obsolescence; Product Changes

Hi5 may modify, improve, discontinue, or replace products, materials, components, finishes, fabrics, and specifications at any time. Hi5 will make reasonable efforts to provide advance notice of product discontinuance and, where commercially reasonable, identify comparable alternatives.

Hi5 may continue discontinued products as custom requests on a case-by-case basis only if commercially reasonable and subject to then-current lead times, pricing, and material availability. Compatibility with prior generations of product, finishes, or components is not guaranteed unless expressly stated in writing.

## 18. Limited Warranty

Hi5's written Limited Warranty in effect on the date of manufacture applies to covered products. The Limited Warranty is incorporated into these Terms by reference. In the event of any conflict between these Terms and the Limited Warranty, the Limited Warranty controls solely with respect to warranty coverage and remedy, and these Terms control in all other respects.

## 19. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED BY HI5, HI5 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 20. Limitation of Remedies and Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S EXCLUSIVE REMEDY AND HI5'S SOLE LIABILITY SHALL BE LIMITED TO REPAIR, REPLACEMENT, OR REFUND. TO THE FULLEST EXTENT PERMITTED BY LAW, HI5 SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES. Any claim must be brought in accordance with applicable law, including the Uniform Commercial Code as adopted in the State of Missouri.

## 21. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including fire, explosion, flood, storm, epidemic, pandemic, power outage, war, terrorism, civil disturbance, governmental action, embargo, labor dispute, transportation interruption, material shortage, utility interruption, or inability to obtain labor, fuel, components, or facilities. The affected party shall be excused from performance for the duration of the force majeure event and for a reasonable recovery period.

## 22. Termination; Insecurity

Hi5 may suspend performance or terminate any order or agreement upon written notice if Customer becomes insolvent, files for bankruptcy, is the subject of an involuntary insolvency proceeding, makes an assignment for the benefit of creditors, fails to provide adequate assurance of performance, or materially breaches these Terms.

## 23. Governing Law; Venue

These Terms, and any sale of products or services by Hi5 for delivery in the United States, shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Missouri for any dispute arising out of or relating to these Terms or the sale of products or services by Hi5. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## 24. Miscellaneous

These Terms constitute the entire agreement between Hi5 and Dealer and supersede all prior communications. No modification shall be binding unless in writing and signed by Hi5. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by Hi5 is effective unless in writing. A waiver of one breach is not a waiver of any other breach. Customer may not assign its rights or obligations without Hi5's prior written consent. Customer acknowledges it is not relying on any representations not expressly set forth in these Terms or Hi5's written acknowledgment.

## 25. Dealer as Contractual Counterparty

The Authorized Commercial Furniture Dealership ("Dealer") is Hi5's sole contractual counterparty for all transactions, including ordering, payment, delivery coordination, installation coordination, warranty claims, and service requests. Hi5 shall have no direct contractual obligation to any end user unless expressly agreed in writing.

## Hi5 Furniture, Inc. Limited Warranty

4304 NW Mattox Road, Riverside, MO 64150

### 1. Limited Warranty Coverage

Hi5 Furniture, Inc. ("Hi5") warrants its products solely to the Authorized Commercial Furniture Dealership ("Dealer") that purchased the products directly from Hi5 beginning April 1, 2026.

This Limited Warranty is not a direct warranty to the end-user.

This warranty is intended for commercial applications and includes 24-hour / 7-day multiple-shift use unless a shorter product-specific warranty period is stated below.

### 2. Start and End of Warranty Period

The warranty period begins on the Covered Product's date of manufacture and continues for the period stated below, provided the original end-user purchaser continues to own, possess, control, and use the Covered Product.

The warranty will automatically terminate if:

- the Covered Product is resold or transferred to another owner;
- the product is moved, modified, or reconfigured by unauthorized persons in a manner that causes or contributes to the claim;
- the Hi5 invoice for the applicable order is not paid in full within ninety (90) days of shipment; or
- the product is used other than in normal commercial use or contrary to Hi5's written instructions.

### 3. What Is Covered

Subject to the exclusions, limitations, and conditions in this Limited Warranty, Hi5 covers defects in design, materials, or workmanship that materially impair the performance or functionality of a Covered Product under normal use.

"Normal use" means use consistent with:

- Hi5's written instructions, installation procedures, care guidance, warnings, and recommendations;
- any applicable third-party manufacturer instructions for components not manufactured by Hi5 but integrated into a Hi5 product offering; and
- applicable laws, codes, rules, and ordinances.

### 4. What Is Not Covered

This Limited Warranty does not cover:

- normal wear and tear;
- misuse, abuse, neglect, accident, vandalism, or improper storage, handling, transport, assembly, installation, maintenance, or repair;
- damage caused by acts of God or events beyond Hi5's reasonable control;
- damage occurring during transport after risk has passed or where receiving procedures were not followed;
- customer's own material (C.O.M.) or any nonstandard material specified by purchaser;
- third-party products sold by Hi5 but not manufactured by Hi5 and not incorporated as Hi5 components, except to the extent any assignable manufacturer warranty is assigned;
- software;
- consumable items, including batteries, bulbs, and lamps;
- natural variation in color, grain, texture, figuring, or pattern in wood, leather, stone, quartz, reclaimed wood, glass, fabric, laminates, or other natural or decorative materials;
- fading, discoloration, patina, dye lot variation, puddling, wrinkling, crocking, or other aesthetic changes occurring over time or through use;
- damage caused by sunlight, UV exposure, environmental conditions, harsh chemicals, improper cleaners, or improper maintenance;
- floor damage, scratching, or wear caused by glides, casters, or movement of the product;
- products used outdoors unless specifically designated by Hi5 as outdoor products;
- damage caused by integration with non-Hi5 products, materials, devices, or accessories;
- discontinued products, custom products, and materials used by custom request, except as Hi5 may expressly agree in writing.

### 5. Warranty Periods

#### Lifetime Warranty

Except as otherwise stated below, the warranty period for a Covered Product is the lifetime of the product for so long as the original end-user purchaser continues to solely own and use the product.

#### Five (5) Year Warranty

The following have a five (5) year warranty period:

- Electrical power boxes and AV accessories

#### One (1) Year Warranty

The following have a one (1) year warranty period:

- Moving components or parts, including Gas Cylinders, Folding/Nesting Mechanisms, Adjustable height mechanisms, Table gangers, Leveling Table Gangers, and Swivel Cup Holders.
- Glides, levelers, locking and non-locking casters.
- Gather Accessory Products, including Plants, Two-Sided Magnetic Dry Erase Board, Supply Cup, and Stackable PET bins,
- Markerboards (horizontal or vertical)
- PET and Hush fabric products
- HPL self-edged tabletops

For height-adjustable and other mechanism-related claims, Hi5 troubleshooting procedures must be followed, and any required error code or diagnostic information must be included in the warranty claim submission.

#### No Warranty

The following are not Covered Products and are excluded from this Limited Warranty:

- items excluded under Sections 1 and 4 above;
- HPL self-edges, except Union 2.0 table HPL self-edges to the extent stated above;
- materials used by custom request.

### 6. Service Parts

Authorized service parts installed on a Covered Product by Hi5 or by an authorized installer are covered only for the remainder of the original warranty period applicable to that Covered Product.

## Hi5 Furniture, Inc. Limited Warranty

4304 NW Mattox Road, Riverside, MO 64150

### 7. Exclusive Remedy

If Hi5 determines that a valid warranty claim exists, Hi5 will, at its option:

- repair the defective product or component;
- provide replacement parts;
- replace the product with the same or a comparable product; or
- issue a credit or refund for the original net purchase price of the affected product or component.

Any replacement product or part may be new, reconditioned, remanufactured, or functionally equivalent. If a product is discontinued, Hi5 may substitute a comparable product, material, finish, or component.

These remedies are the sole and exclusive remedies under this Limited Warranty.

### 8. Costs Not Covered

Unless Hi5 expressly agrees otherwise in writing, this Limited Warranty does not cover and Hi5 is not responsible for:

- labor for removal, disassembly, installation, or reinstallation;
- shipping, freight, delivery, storage, travel, mileage, receiving, or disposal charges;
- field finishing, touch-up, or refinishing costs;
- overtime, premium labor, project delay, or third-party coordination costs;
- permit, inspection, or trade costs;
- consequential, incidental, indirect, special, punitive, or exemplary damages.

Any labor credit approved by Hi5 must be supported by documentation acceptable to Hi5 and is subject to Hi5's written approval in advance. Unless Hi5 expressly approves otherwise in writing, labor reimbursement will not exceed \$40.00 per hour.

### 9. How to Make a Warranty Claim

To submit a warranty claim, Authorized Commercial Furniture Dealership must submit all warranty claims by emailing the below information to [Sales@Hi5Furniture.com](mailto:Sales@Hi5Furniture.com) and provide:

- Email subject line: **PO#, Line # WARRANTY CLAIM NOTICE**;
- digital photographs of the product, label, underside, base/hardware, and the reported issue from both close and wider views;
- a statement identifying the exact line item involved;
- model code, quantities, and a description of the issue and apparent cause;
- if repair or touch-up is requested, a detailed written estimate describing the proposed work;
- proof that the invoice has been paid in full.

If Hi5 requests additional information, failed parts, site details, or inspection access, claimant must cooperate promptly.

### 10. Credit Memo Information

If Hi5 approves a labor credit or credit memo, claimant must provide the following in Hi5's required format:

- Hi5 order number;
- Dealer PO number;
- Net amount of order;
- Total labor estimate;
- Whether labor was performed by dealership employees or a third-party installer;
- Third-party estimate, if applicable;
- Number of installers;
- Hours per installer;
- Hourly rate;
- Job Site address;
- Miles from receiving location;
- Travel charges, if applicable;
- Trash/disposal charges, if applicable;
- Receiving charges, if applicable;

No alternative quote format will be accepted unless approved by Hi5 in writing.

### 11. Replacement Parts or Replacement Orders

If Hi5 approves replacement parts or replacement product under warranty, Hi5 may require a replacement order referencing the approved claim. Approved warranty replacement orders will not be charged to the extent expressly authorized by Hi5.

### 12. Inspection and Maintenance Requirement

To preserve warranty coverage, products should be inspected periodically, including approximately every two months where practical, for loose screws, missing glides or levelers, cracked welds, unseated columns, damaged mechanisms, worn casters, or other conditions requiring service. Failure to perform reasonable inspection and maintenance may void coverage for resulting damage.

### 13. Care and Maintenance

This Limited Warranty requires proper care and maintenance consistent with Hi5's current care and maintenance instructions for the applicable material or product category, including but not limited to upholstery, PET, powder coat, aluminum, chrome, laminate, PVC edges, wood, reclaimed wood, quartz, solid surface, and glass.

Improper cleaning methods, harsh solvents, abrasive materials, excessive moisture, environmental abuse, misuse, and failure to follow Hi5 care instructions are excluded from warranty coverage.

### 14. Disclaimer of Other Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY HI5. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, HI5 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

### 15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HI5 SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, RENTAL OF SUBSTITUTE GOODS, PROJECT DELAY COSTS, OR THIRD-PARTY CLAIMS, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, OR OTHERWISE.

HI5'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL NET PURCHASE PRICE OF THE AFFECTED PRODUCT OR COMPONENT.

### 16. Commercial Warranty

This Limited Warranty is intended for commercial transactions involving contract furniture sold through authorized dealerships. It is not intended to create any "full warranty" or other consumer-warranty designation unless Hi5 expressly states otherwise in a separate writing.

Dealer may pass through the benefit of this Limited Warranty to its end-user customer; however:

- such pass-through does not create a direct contractual relationship between Hi5 and the end user
- Hi5 retains no direct obligation to the end user