

PRODUCT WARRANTY

SYMBIOTE, INC., a Michigan corporation (“Symbiote”) warrants its standard and non-standard products to be free of defects in material and workmanship from the date of initial delivery for the applicable warranty period specified below. This warranty is made by Symbiote to the original purchaser (“Purchaser”) acquiring the product for its own use, and not for resale, directly from Symbiote or its authorized dealer or distributor. This warranty is not transferable. “Standard products” are those items offered in any Symbiote catalog published on Symbiote’s website as in effect on the date of sale. “Non-standard products” are products that are sold by Symbiote but are not offered in Symbiote’s catalog, including custom and alternative products. Lamps and other consumables are not considered standard or non-standard products and are excluded from this warranty.

Warranty Periods

The warranty periods applicable to Symbiote’s products under this Warranty are as follows:

- 1 year for ESD laminate and magnification lights.
- 1 year for non-standard products.
- 2 years for standard product task lighting.
- 5 years for standard product electric, height adjustable tables.
- 12 years for all other standard products.

Exclusive Remedies

If during the first year of the applicable warranty period Purchaser notifies Symbiote in writing of an alleged product defect covered by this warranty, and if Symbiote confirms the product is defective, then as Purchaser’s exclusive remedy Symbiote will repair or replace the defective product, at Symbiote’s option and expense, including labor and materials, F.O.B. Symbiote’s plant. If during the remainder of the applicable warranty period (that is, after year one) Purchaser notifies Symbiote in writing of an alleged product defect covered by this warranty, and if Symbiote confirms the product is defective, then as Purchaser’s exclusive remedy Symbiote will furnish Purchaser with parts and materials (but not labor) necessary to repair the defect, F.O.B. Symbiote’s

plant. Symbiote will determine whether to require Purchaser to return defective product to Symbiote. If such a return is required, Purchaser will return the defective product to Symbiote’s plant with all costs prepaid by Purchaser. Repaired or replaced product will be returned to Purchaser at Symbiote’s expense. Symbiote may require Purchaser to establish the product was installed and used according to Symbiote’s published instructions and is within the applicable warranty period by producing invoices or such other evidence as Symbiote may reasonably request.

Limitations and Exclusions

Symbiote has no obligation to make repairs, replacements or corrections that are required, in whole or in part, as the result of (i) failure to install and use product in accordance with Symbiote’s published instructions and notes appearing on customer sign-off drawings provided to Purchaser, (ii) accident, disaster or force majeure, (iii) abuse, neglect, misuse, fault or negligence of persons other than Symbiote, including without limitation any installer engaged by Symbiote’s dealer, distributor or representative (iv) exposure of product to extreme environmental conditions, (v) improper handling or storage of product, (vi) normal wear and tear, (vii) use of product in combination with equipment, components, replacement parts or software not supplied by Symbiote, (viii) alterations, repairs or installations of product that have not been performed by Symbiote or a person Symbiote has expressly authorized to perform the same on Symbiote’s behalf as its employee or agent, (ix) the use of non-standard materials selected by, provided by or used at the express request of Purchaser, or (x) design defects in product. Because of natural variations over which Symbiote has no control, Symbiote does not warrant matching of color, grain or texture of materials or finishes. This warranty applies only to products manufactured by Symbiote. Notwithstanding any contrary provision in this warranty, components purchased and resold without further processing by Symbiote are not covered by this warranty, but Symbiote will pass on to Purchaser whatever warranty Symbiote receives from the manufacturer of such goods.

EXCEPT AS STATED ABOVE, SYMBIOTE DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT OR GOODS AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement, at Symbiote's option, in accordance with this warranty, is Purchaser's exclusive remedy for a product defect. Symbiote has no tort liability with respect to a product. Symbiote is not liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect. No dealer, distributor, reseller or sales representative of Symbiote's products is authorized to bind Symbiote to any warranty or representation except as stated above.

CONTRACT TERMS

All quotations, proposals, or similar communications from Symbiote are considered "invitations to contract." Any order placed by a customer must be in the form of a written purchase order and shall be considered an "offer." A written acknowledgment of an order by Symbiote shall be considered an "acceptance" which, when mailed, emailed or faxed to the customer, shall then result in a binding sales contract of which these Contract Terms shall be a part. Acceptances may be made only at Symbiote's home office in Zeeland, Michigan, and all sales contracts shall be made pursuant to and controlled by the laws of the State of Michigan. Notwithstanding any inconsistent or contrary term which may appear on a customer's purchase order, Symbiote's products are sold only upon these Contract Terms.

Prices

Published pricing is U. S. dollars. Unless otherwise stated in Symbiote's acknowledgment, all prices are F.O.B. Symbiote's factory, Zeeland, Michigan, or F.O.B. Symbiote's supplier or fulfillment location, as applicable, and do not include freight, storage, handling, uncrating or installation charges. Upon request Symbiote will provide estimated freight charges F.O.B. destination. Prices do not include sales, use, excise or any other taxes or assessments which may be applicable to the sale. Symbiote reserves the right to make changes in pricing without notice.

Ordering Information

All orders must be in writing to avoid error and/or duplication. Order all products by their complete product number. Specify quantity, product number, product description, finish option and any other specifying information requested. Submit orders via electronic mail, conventional mail or fax on your purchase order form. Acknowledgments are issued within five working days of acceptance of the order with an approximate ship date of the product ordered.

Taxes

In addition to the purchase price, the customer is liable for all sales, use and excise taxes and/or other governmental charges imposed in respect of the sale, delivery or installation of the products being purchased by the customer (except taxes on or measured by net income of Symbiote), including those which Symbiote may be required to pay, except where the law otherwise provides. Unless otherwise specified in Symbiote's acknowledgment, the customer shall pay all such taxes directly to the appropriate taxing authorities.

Payment

The payment terms contained in this paragraph apply only to customers whose credit has been approved by Symbiote. For purchases of standard products, Symbiote offers a one percent (1%) discount off the purchase price (excluding charges for freight, storage, handling, uncrating, installation and taxes) for full payments made in readily available funds (and not by credit card), within ten (10) days after the invoice date. All payments are due within thirty (30) days after the invoice date. For purchases of non-standard products, payment terms are fifty percent (50%) of the total purchase price deposited with the order in readily available funds and the total remaining purchase price ("Deferred Price") payable in readily available funds within thirty (30) days after the invoice date ("Final Invoice Date"). However, if the customer pays the entire Deferred Price and other amounts owing with respect to the non-standard products in readily available funds (and not by credit card) within ten (10) days after the Final Invoice Date, customer will be credited with a discount equal to one percent (1%) of the Deferred Price (excluding charges for freight,

storage, handling, uncrating, installation and taxes). Beginning thirty (30) days after the invoice date, the customer shall pay a late payment charge of one and one-half percent (1.5%) per month on any unpaid portion of the purchase price shown on the invoice. Visa, MasterCard, American Express and Discover credit cards are accepted but are not considered "readily available funds" for purpose of the discounts described above. Credit card fees may apply. Symbiote reserves the right to revoke or modify these credit terms at any time.

Retention of Title; Security Interest

Symbiote shall retain title to the products, any replacements thereof, and any additions thereto, for purpose of securing payment of the purchase price and related charges. Title shall not pass to the customer until the purchase price and all sums due hereunder are fully paid. Symbiote is authorized to file a financing statement and other documents necessary to enable Symbiote to place third parties on notice of its title to the products.

Shipment

Freight bills for orders shipped F.O.B. Zeeland, MI, or F.O.B. Symbiote's supplier or fulfillment location will be directly sent from the carrier to Purchaser for direct payment by Purchaser. Orders shipped F.O.B destination have freight included in the invoice. Special shipping costs, if specified by Purchaser, are the responsibility of Purchaser. Any shipping date shown on the acknowledgment represents Symbiote's best estimate as of the date of acknowledgment. However, Symbiote shall not incur any liability of any kind for failure to ship on any particular date unless a firm shipping date has been expressly agreed to by an officer of Symbiote in a separately signed written instrument. Responsibility for the product and risk of loss shall pass to Purchaser when the product is placed in the possession of a common carrier. Claims against the carrier shall be the responsibility of Purchaser. Claims against Symbiote for apparent defects, errors or shortages must be made in writing to Symbiote within thirty (30) days of receipt of the product, or such claims shall be considered waived and the product accepted as delivered. If Purchaser claims the product delivered is non-conforming, Purchaser shall afford Symbiote prompt and reason-

able opportunity to inspect the product. Symbiote's liability for non-conforming product shall be limited to repair or replacement of such product or allowance of credit for such product, at Symbiote's option. If Symbiote and the customer are unable to reach settlement of any claim relating to product, the customer must institute legal action against Symbiote within one (1) year after such claim arises and thereafter all such claims shall be barred, notwithstanding any statutory period of limitations to the contrary.

Selection of Goods

The selection of particular models, styles, colors, fabrics and specifications of product and the suitability thereof for the customer's specific application are the sole responsibility of the customer.

Delays and Change Orders

After the date an order from the customer is acknowledged by Symbiote, the customer may not change the order, in whole or in part, without Symbiote's written approval. All changes must be requested in writing. Where a proposed change would necessitate delays in shipment, Symbiote may condition its approval upon a price change to reflect Symbiote's prevailing prices at the time of such delayed shipment. Orders for non-standard products, including without limitation products with nonstandard finishes, are not subject to change.

Symbiote is not responsible for delays in shipment due to customer-requested changes to an order.

Storage

If the customer requests a delay in shipment after the product has become work in process, Symbiote may place the finished product in storage at the customer's risk and expense, and transfer to storage shall be considered delivery for all purposes, including invoicing and payment.

Cancellation

After the date an order from the customer is acknowledged by Symbiote, the customer may not cancel the order without Symbiote's written approval. All cancellations must be requested in writing. Symbiote's approval of cancellation shall be conditioned on the customer's payment of a cancellation charge

of fifteen percent (15%) of the total purchase price and reimbursement of costs incurred by Symbiote prior to such approval, including engineering, testing, material costs, labor and burden and similar expenses in connection with the order cancelled. Orders for non-standard products, including without limitation products with nonstandard finishes, are not subject to cancellation.

Returns

The customer may not return product without Symbiote's written approval. Returns must be requested within 90 days of the original shipment. Symbiote's approval of returns shall be conditioned on the product being returned to Symbiote (i) in compliance with Symbiote's shipping instructions, (ii) within 90 days of the issuance of Symbiote's RGA (Returned Goods Authorization) number, (iii) with all return shipping charges being prepaid by customer, (iv) in a suitable condition for resale, and (v) with the customer's payment of a restocking charge of fifteen percent (15%) of the total purchase price. Symbiote will charge the customer for repairs to returned product at customary rates. Non-standard products, including without limitation, products with nonstandard finishes, are not subject to return.

Damage Limitation

The liability of Symbiote arising out of the sale or use of the product, whether based on negligence, breach of contract, strict liability or otherwise, shall not in any event exceed the original purchase price of the product. Under no circumstances shall Symbiote be liable for any lost profits or any incidental or consequential damages of any kind with respect to its products or the transactions by which its products are sold.

Excuse

In no event shall Symbiote be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform with respect to the products where such delay, failure, loss or damage is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities

from normal sources, fire, flood, act of God or any cause not within the reasonable control of Symbiote, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, Symbiote may, without causing a breach or incurring liability, allocate products which are in short supply for any reason among customers in any manner which Symbiote in its sole discretion considers advisable.

Modification

These contract terms can be modified only by a written instrument signed by Symbiote.

Infringement

If any product sold by Symbiote is to be manufactured according to the customer's specifications, the customer shall indemnify Symbiote against any claims or liability for patent or trademark infringement on account of such manufacture.