MASTER PRICING AGREEMENT
N091180

This **MASTER PRICING AGREEMENT** (this "Agreement") is between **Judicial Council of California, Administrative Office of the Courts on behalf of itself, and the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center ("Buyer")** and **Haworth Inc.** ("Seller") will commence the 1st day of December 2010, and expire on the 30th day of November 2012, with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Pricing Agreement, the Seller may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Pricing Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

This Master Pricing Agreement will apply to all purchase orders received prior to the effective date of termination. This Master Purchasing Agreement takes precedence over any other Master Pricing Agreement between Buyer and Seller including buyer's Purchase Order. This Master Pricing Agreement may not be modified unless mutually agreed upon in writing between Buyer and Seller.

The Buyer and Seller mutually understand that independent third party service providers may be employed by Buyer from time to time. These third party service providers may be general contractors, design and furniture consultants, facilities and asset management companies, or affiliates. Seller agrees to provide these service providers with all the materials within its control to allow the independent service provider to perform its duties. Buyer agrees that the terms of this Master Pricing Agreement will not be renegotiated by the retained independent service provider, and will comply with all the terms and conditions contained within this Master Pricing Agreement, including payment terms.

The parties agree as follows:

1. **Scope.**

1.1 All exhibits, addenda and schedules attached to this Agreement are incorporated herein by reference.

1.2 Buyer's prices for products on a single purchase order will be determined by applying the discounts specified in Attachment A.1 to Seller's list prices in effect at the

time of Seller's receipt of purchase order. Shipment must occur within one hundred twenty (120) days of purchase order acceptance by Seller. Purchase orders requesting more than one hundred twenty (120) days lead time will be priced in accordance with Seller's list prices effective at the time of order shipment.

1.3 Seller guarantees sixty (60) days advance written notice to Buyer prior to the effective date of any price adjustments to published catalogs. Price adjustments must be mutually agreed upon by both Seller and Buyer.

1.4 If a single purchase order provides for shipments to more than one (1) location or more than one (1) ship date, each location or ship date will be considered a separate purchase order for purposes of determining the discount.

1.5 Purchase orders must be issued to Seller, in care of an Authorized Haworth Dealer.

1.6 Payment terms are Net forty-five (45) days from receipt of invoice to the Buyer. Buyer does not pay late fees.

1.7 The prices paid by the Buyer to Seller shall be at least as low as those fees charged by Seller to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer. The foregoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on Seller's actual costs), service levels (when taken as a whole), technology, and assets associated with the products provided by Seller in each case and any taxes and transition charges included within the charges for such products. If, during the Term, Seller enters into a Government Contract contradicting the foregoing sentence, Seller shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Master Pricing Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer's request an officer of Seller shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Seller since the later of the (1) Effective Date and (2) date of the most recent certification provided by Seller pursuant to this obligation.

1.8 Seller and its subcontractors shall comply with state prevailing wage law as applicable, performed on the products funded by this Master Pricing Agreement. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements;

apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

1.9 Buyer placing a Purchase Order under this Master Agreement shall have no obligation to pay for any Product that does not meet the requirements of Buyer's approved and signed Purchase Order. Buyer will not make any advance payments for Products. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Buyer's Purchase Order. Each invoice must be printed on Seller's standard printed invoice, and must include at a minimum (a) the Purchase Order number, (b) Seller's name and address, (c) the nature of the invoiced charge, (d) the description of Product being ordered, (e) the per unit amount charged, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable.

1.10 Buyer is exempt from federal excise taxes and no payment will be made for any taxes levied on Seller's employee's wages. Buyer will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Seller's invoice.

1.11 Delivery of product must be in accordance with the instructions included at the time the purchase order is placed. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid. Regardless whether specific delivery instructions are provided at the time the order is placed and noted on the purchase order, Seller is responsible for confirming or re-confirming, as applicable, with the Buyer all details relevant to delivery and installation that the time and place of delivery and installation are acceptable to the Buyer. Buyer may not have a loading dock to accept deliveries. Seller should assume that all deliveries will be inside deliveries to a specific location in the interior of a building as designated by Buyer placing the order. No charge for shipping, delivery (regardless whether delivery is to a loading dock or to a location inside a building), drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by the Buyer.

1.12 Requests for order changes or cancellations must be in writing to Seller by way of an amended Purchase Order and are subject to Seller's approval. If approved, Seller will make changes according to published policy.

1.13 Seller's standard North American Life-Time Warranty will apply.

1.14 Seller will provide furniture layout, design, assembly, or installation services, through an authorized dealer, on a separately negotiated contract basis. Buyer agrees to utilize Haworth Dealers or their Certified Installers to install Haworth office furniture products.

1.15 If buyer does not accept delivery of product that conforms to buyer's purchase order, Seller may store product and Buyer will reimburse Seller for all storage charges at cost.

2. Notices.

All communication and/or notices by or permitted under this Master Pricing Agreement shall be in writing, sent via First Class Mail, addressed to:

Seller:	AOC:
Haworth, Inc.	Judicial Council of California Administrative Office of the Courts
Attention: Business Resource Center Consultant	Attention: Michael Quinones
One Haworth Center	455 Golden Gate Avenue
Holland, MI 49423	San Francisco, CA 94102-3688

IN WITNESSES WHEREOF, Buyer and Seller have executed this Master Pricing Agreement as of the final day and year written below.

AOC:

Judicial Council of California
Administration of the Courts

By: _____

Name: Grant Walker

Its: Senior Manager, Business Services

Seller

Haworth, Inc.

By: _____

Name: Mabel Casey

Its: Vice President Global
Marketing & Innovation