



OFFICE FURNITURE (2023-2028)
Led by the State of Utah

Master Agreement #: MA3966

Contractor: **HAWORTH, INC.**

Participating Entity: **STATE OF NEW HAMPSHIRE**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

Participating Entity

Name:	State of New Hampshire Department of Administrative Services
Address:	25 Capitol Street, Concord, NH 03301
Telephone:	603-271-0580
Fax:	603-271-2700
Email:	Lincoln.J.Adams@DAS.NH.GOV

1. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services ("State"), and HAWORTH, INC. an Illinois corporation with a principal place of business located at 131 S. Dearborn, 6th Floor, Chicago, IL 60603 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

RECITALS

WHEREAS, the State of Utah (the "Lead State"), acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement (Master Agreement No. MA3966) dated January 22, 2023 (the "Master Agreement"), wherein Contractor agreed to provide office furniture and other services ancillary thereto to Participating Entities upon the terms and conditions set forth in the Master Agreement;

WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State desires to participate in Contractor's offering the good and services under the Master Agreement subject to the terms and conditions of this Participating Addendum;

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum governs Participating State's participation in the Master Agreement by and between Contractor and Lead State. This Participating Addendum shall cover all of the Products and Services offered by Contractor to Participating State under the Master Agreement. The Parties agree that the terms and conditions of the Master Agreement shall be subject to the terms and conditions of this Participating Addendum.

2. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are attached hereto as Schedule 1 and incorporated herein by reference. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Participating Addendum and, throughout this Participating Addendum, those terms shall have the meanings respectively ascribed to them. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms and conditions set forth in the Master Agreement, the terms and conditions of this Participating Addendum shall prevail.

3. Participation; Authorized Purchasers. The Products and Services available for purchase under the Master Agreement by way of this Participating Addendum may be ordered and purchased by all departments, divisions, or other executive agencies eligible to use statewide contracts within the State of New Hampshire (each, an "Authorized Purchaser"). Contractor shall not accept, and Participating State shall not be obligated to pay for, Orders from any person or entity that is not authorized by Participating State to order or purchase any of the Products and Services offered by Contractor under this Participating Addendum and the Master Agreement. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Procurement Officer identified in Section 15(b) below.

OFFICE FURNITURE (2023-2028)Led by the State of Utah

4. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

5. Term. The term of this Participating Addendum shall begin on the Participating Addendum Effective Date and end on January 21, 2028, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

6. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum and the Master Agreement are subject to the availability of sufficient legislative appropriations allotments, or other expenditure authority and, if Participating State is expending federal funds, the availability of such federal funds. In the event of the reduction, elimination, or modification of the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate this Participating Addendum immediately upon written notice to Contractor.

7. Orders. Any Order placed by Participating State for the Products and Services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, subject to the terms and conditions of this Participating Addendum, unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Non-Exclusivity. This Participating Addendum is not exclusive, and Participating State may acquire the Products and Services available under the Master Agreement and this Participating Addendum from other third parties.

9. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employee of the Participating State, in the performance of its obligations under this Participating Addendum and the Master Agreement. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

10. Invoice Requirements.

a. To request payment for each Order made hereunder, Contractor shall submit an original invoice to the office of the Authorized Purchaser that submitted the Order. The contents of the invoice must include, at a minimum, the following:

- i. Contractor's name and address;
- ii. Contractor's Federal Employer Identification Number;
- iii. Contractor's payment address;
- iv. The Order number; and

v. A description of the Products and Services that Contractor delivered with, as applicable, the date, serial number, quantity, unit price, and total price of the Products and Services for which payment is sought.

b. If an invoice submitted by Contractor does not meet the requirements of this Section 11, then the Authorized Purchaser will send a written notice to Contractor that describes the defect or impropriety of the invoice and any additional information that Contractor needs to correct the invoice.

c. Participating State may request Contractor for additional documentation to support payment of any invoice. Contractor shall respond to any such requests within five (5) calendar days of receipt. Participating State's payment obligations are conditioned upon receipt of an invoice that complies with this Section 11 and includes any supporting documentation as may be requested by Participating State.

d. Participating State's payment will not be due until thirty (30) calendar days after the latter of (i) receipt of an invoice that complies with this Section 11, the completion of the Services, or the delivery of the Products.

11. Termination; Default and Remedies.

a. Termination for Convenience. Participating State may terminate this Participating Addendum, including any unfulfilled Orders made hereunder, in whole or in part, at any time without cause at any time by providing Contractor with thirty (30) calendar days' advance written notice.

b. Termination for Cause. If Contractor fails to perform under this Participating Addendum, including any Orders made hereunder, or fails to comply with any of the terms or conditions of this Participating Addendum, may issue a written notice of default to Contractor and immediately terminate all or any part of this Participating Addendum and any unfulfilled Orders made hereunder.

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

c. Other Remedies Preserved. Termination is not Participating State's exclusive remedy but will be in addition to any other rights and remedies available in law or in equity under this Participating Addendum and the Master Agreement. The exercise of any remedies hereunder will not constitute a termination of this Participating Addendum unless Participating State notifies Contractor in writing prior to the exercise of such remedy. Contractor shall also be liable for all costs and expenses, including court costs, incurred by Participating State in enforcing the terms and conditions of this Participating Addendum.

d. No Liability Upon Termination. If this Contract is terminated for any reason, Participating State shall not be liable to Contractor for any damages arising from or related to the termination. In the event that Participating State terminates this Participating Addendum, Participating State shall not be liable to Contractor for any reason, except for the payment of the Produces and Services ordered hereunder that are performed or delivered and accepted, as the case may be, in accordance with all terms and conditions of this Participating Addendum

12. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to such fiscal books and records of Contractor which relate to this Participating Addendum to perform examination and audits and to make copies of the same. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

13. Public Information.

a. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law, RSA 91-A. Notwithstanding the terms and conditions set forth in Section 14 (b) below, Participating State shall have the sole and final authority as to whether the disclosure of any information relating to the transactions contemplated in this Participating Addendum or the Master Agreement is required under RSA 91-A.

b. Contractor's Designation of Trade Secrets and Confidential Information. If Contractor considers any portion of the materials disclosed to Participating State to be confidential or protected as a trade secret, Contractor must clearly designate that portion of the material as "CONFIDENTIAL," "TRADE SECRET," or any other language of similar import when submitted to Participating State. In the event that Participating State receives any request made pursuant to RSA 91-A that seeks the disclosure of materials designated by Contractor as being confidential or protected as a trade secret, and Participating State

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

determines that the provisions of 91-A require the disclosure of the materials so designated, Participating State will notify Contractor of the following:

- i. The scope of the information sought through the request;
- ii. A description of the materials that Participating State will disclose in response to the request;
- iii. A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5; and
- iv. The date upon which Participating State will disclose the materials to the RSA 91-A requestor.

If Participating State concludes that the disclosure of materials designated by Contractor as being confidential or protected as a trade secret is required under RSA 91-A, Contractor shall be responsible for taking whatever appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Notwithstanding the preceding sentence, any and all claims against Participating State pursuant to 91-A are subject to the terms and conditions set forth in Sections 21 through 23 of this Participating Addendum to the fullest extent permitted by law.

14. Primary Contacts; Notice. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

a. Contractor.

Name:	Matt Corl
Address:	Lockbox 93237, 131 S. Dearborn, 6 th Floor, Chicago, IL 60603
Telephone:	(616) 393-3597
Email:	Matt.corl@haworth.com

b. Participating State.

Name:	Lincoln J. Adams
Address:	25 Capital Street Concord, NH 03301
Telephone:	(603) 271-0574
Email:	lincoln.j.adams@das.nh.gov

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and



OFFICE FURNITURE (2023-2028)
Led by the State of Utah

shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective primary contracts identified above. Each Party may change its respective primary contacts by providing written notice of such change to the other Party in the manner specified by this Section 15.

15. Usage Reporting. Contractor shall submit quarterly usage reports for analysis by Participating State's Chief Procurement Officer identified in Section 15(b) above for each quarter during the term of this Participating Addendum as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Each quarterly usage report shall be submitted electronically in a ".xls" or "CSV" format and shall In addition, be organized by Authorized Purchaser. In addition, each quarterly usage report shall include, at a minimum, the following information:

- a. Participating State's number assigned to this Participating Addendum, if any, and the number assigned to the Master Agreement;
- b. The names of all Authorized Purchasers that placed an Order under this Participating Addendum during the reporting period;
- c. A description of the Products and Services purchased by each Authorized Purchaser as well as the total price for each Order;
- d. Unit cost of all items purchased.
- e. The total price of all Orders during the reporting period; and
- f. Any other information as Participating State may reasonably request.

16. Click Through Terms and Conditions. If either Party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to any Products or Services ordered hereunder (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Participating State do not have any actual or apparent authority to create legally binding

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

obligations that vary from the terms and conditions of this Participating Addendum. Accordingly, where an authorized Participating State user is required to “click through,” otherwise accept, or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Participating State user is required to accept or be made subject to any terms and conditions in accessing or employing any Products or Services, those terms and conditions will also be void.

17. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

- a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of One-Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two-Million and 00/100 Dollars (\$2,000,000.00) in the aggregate;
- b. Workers’ compensation insurance as required by applicable workers’ compensation laws for persons performing work under this Participating Addendum with limits of Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 18 before furnishing any Products or Services pursuant to the Master Agreement and this Participating Addendum.

18. Equal Employment Opportunity. Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Contractor, this Participating Addendum, and any Orders made under this Participating Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Participating Addendum and the Orders made hereunder:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. The Americans with Disabilities Act of 1990, as amended;
- d. Executive Order 11246, as amended;
- e. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- f. The New Hampshire Law Against Discrimination, RSA 354-A, as amended;

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

g. All regulations and administrative rules established pursuant to the foregoing laws; and

h. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

19. Participating State's Set-Off Rights. Notwithstanding any terms and conditions contained herein to the contrary, Participating State shall have and retain all of its common law, equitable, and statutory rights of set-off. These set-off rights shall include, but not be limited to, Participating State's option to withhold any monies due to Contractor under this Participating Addendum up to any amounts due and owing to Participating State with regard to this Participating Addendum, or any other contracts or agreements between Contractor and Participating State, plus any amounts due and owing to Participating State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

20. Indemnification. Notwithstanding any terms and conditions set forth herein to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, fees and expenses, including attorney's fees and litigations costs, suffered or incurred by Participating State arising from any acts or omissions of Contractor in the performance of its obligations under this Participating Addendum. The terms and conditions of this Section 21 shall survive the expiration or termination of this Participating Addendum.

21. Limitation of Liability. To the fullest extent permitted by law, the Parties agree that in no event will Participating State, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if Participating State had been advised, knew, or should have known of the possibility of such damages. The Parties further agree that Participating State's liability for any other damages not specified in the preceding sentence shall not exceed the Price Limitation.

22. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Participating Addendum shall not be construed as a waiver of Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 23 shall survive the expiration or termination of this Participating Addendum.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 24 before furnishing any goods or services pursuant to the Master Agreement and this Participating Addendum.

23. Successors and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective successors and assigns of the Parties.

OFFICE FURNITURE (2023-2028)Led by the State of Utah

24. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

25. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

26. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

27. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

28. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Participating Addendum, and no Party is relying on any promise, agreement, or understanding not set forth in this Participating Addendum. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

29. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter.



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

References to a person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms “include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such word or words of similar import. The words “all” and “each” shall be construed as all and each, and the words “or” and “and” shall be construed either disjunctively or conjunctively, as the context may require.

30. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.



OFFICE FURNITURE (2023-2028)
 Led by the State of Utah

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
 SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date their respective signatures parties below.

Contracting Officer for Participating State Lincoln Adams	Participating State Telephone Number 603-271-0580
Contractor Signature Date: 9-25-2023	Name and Title of Contractor Signatory Matthew Corl Manager of Pricing and Contracts
Participating State Signature Date: 10/4/23	1.14 Name and Title of Participating State Signatory
Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: 10/4/23	
Approval by the Governor and Executive Council (if applicable) 125 G&C Item number: SECRETARY OF STATE G&C Meeting Date: OCT 18 2023	

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HAWORTH, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on April 10, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **246620**

Certificate Number: **0006329594**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

HAWORTH, INC.

DELEGATION OF AUTHORITY & AUTHORIZATION OF SIGNATORY

I, Scott R. Poulton, as the duly elected Chief Financial Officer of Haworth, Inc. ("Company"), hereby certify and authorize the following:

1. I delegate to Matt Corl my authority to sign agreements on behalf of the Company (in each instance valued at up to \$1,000,000 annually) with the State of New Hampshire and any of its agencies or departments.
2. I further authorize Matt Corl to execute any documents that, in his judgment, are desirable or necessary to effect the purpose of this Delegation of Authority.
3. I certify that, as of the date of this Delegation of Authority, Matt Corl is an active and valid employee of the Company, and his signature, in compliance with this Delegation of Authority, is binding on the Company.
4. I certify that this Delegation of Authority is valid for 1 year from the date hereof, unless otherwise revoked by the Company in writing.

Dated: September 20, 2023

By: _____

Name: Scott R. Poulton

Title: Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Haworth International, LTD.; Haworth, Inc. & it's subsidiaries One Haworth Center Holland MI 49423 USA	INSURER A: Indemnity Insurance Co of North America 43575	
	INSURER B: ACE Fire Underwriters Insurance Co. 20702	
	INSURER C: ACE American Insurance Company 22667	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570101629790	REVISION NUMBER:
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XSLG47350293 SIR applies per policy terms & conditions	11/01/2022	11/01/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Vendors Endorsement						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> \$500,000 SIR						PERSONAL & ADV INJURY	\$1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			ISA H10758191	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
<input checked="" type="checkbox"/> Phys Dmgge-Self Insd								
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
A C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLCR50727610 WCUC50727816 Excess WC - WA & MI SIR applies per policy terms & conditions SCFC50727737	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570101629790

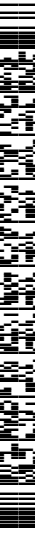
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Master Agreement No. MA3966. An endorsement for 30 Day Notice of Cancellation for General Liability is attached. Should Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services Bureau of Purchase & Property 25 Capital Street, Room 102 Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Haworth International, Ltd.			Endorsement Number 58
Policy Symbol XSL	Policy Number G47350293	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative