

**THIS ORDER BETWEEN TATE ASP ACCESS FLOORS INC.
(HEREAFTER REFERRED TO AS "TATE" OR "BUYER") AND SELLER IS SUBJECT TO THE
FOLLOWING TERMS AND CONDITIONS**

PURCHASING TERMS AND CONDITIONS

1. ACCEPTANCE: The earlier of Seller's commencement of work on ordered goods or shipment of such goods (or in the case of services, commencement of work or preparation thereof) shall be deemed an effective mode of acceptance of Tate's offer to purchase contained in this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer (unless such variances are in the terms of the description, price, quantity or delivery schedule of the goods or services) but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and the back hereof. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and shall be rejected, however, this purchase order shall not operate as a rejection of Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods or services.

2. PAYMENT; TAXES; PACKING AND SHIPPING: Unless otherwise specified on the face of this order, the purchase price specified thereon will include all packaging and delivery charges and all governmental sales, GST, HST and excise taxes, customs duties and fees, and similar fees and charges whether now in effect or hereafter enacted. No additional charges of any type shall be added without Tate's express written consent. Payment will be made following receipt and acceptance of the goods or services and receipt, proper in form and substance, of documentation required by this order. Tate purchase order number, item number, material description and Seller's name must appear on all pack lists, containers and invoices.

3. DELIVERY/PERFORMANCE SCHEDULE: Time is of the essence of this contract. Seller shall follow the delivery and performance schedule shown on this order, and shall not make deliveries or perform more than three days earlier or later than dates shown on this order, or after 2:30 p.m. (delivery destination time). If goods are shipped more than three days in advance of or later than scheduled delivery dates, Tate may return such goods at Seller's expense and at Tate's directions. In the event of Seller's failure to deliver (or, in the case of services, to perform the same) as and when specified, Tate reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Seller agrees that Tate may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver. Seller shall notify Tate if delivery will be later than dates shown, and if premium shipping methods are required by Tate, Seller shall be liable for any premium costs incurred.

4. INSPECTION AND ACCEPTANCE: Payment for the goods delivered hereunder or for services rendered shall not constitute acceptance thereof. No testing or inspection conducted by Tate, whether prior to or after placement of this purchase order, and nothing contained in this purchase order, shall relieve Seller from the obligation of testing, inspection and quality control.

5. REJECTION: If Tate, in its sole discretion, determines that any goods or services are not in conformity with this order or that the quantity supplied varies by more than 10% from the quantity called for on the face hereof, Tate shall have the right, at its sole option, to reject either the entire order or the nonconforming portion, and seek damages to require correction, or accept the nonconforming goods with an equitable adjustment in price.

6. CHANGES: By delivery of written notice to Seller, Tate may make changes at any time in drawings, designs, materials, specifications, packaging, delivery schedules, or methods of shipment or packaging on any item. If such changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules will be made. Claims for equitable adjustment must be asserted by Seller within ten days of the date of the change order, however, no such change will be acknowledged unless written confirmation of said change is received by the Seller from Tate prior to the performance of the work called for.

7. TATE'S PROPERTY: All tools, dies, jigs, patterns, drawings, specifications, photographs, equipment, material and other items or information purchased by, furnished by, charged to or paid for by Tate, and any replacement thereof shall remain the sole property of Tate. Such property shall be plainly marked "Property of Tate ASP Access Floors Inc." and shall be safely stored at Seller's expense apart from other property. Seller shall not substitute other property for Tate's property and shall not use such property except in filling Tate's orders. Seller shall hold such property at its own risk and upon Tate's written request, shall redeliver the property to Tate in the same condition

as originally received by Seller, reasonable wear and tear excepted. Tate may file informational financing statements against Seller with respect to such property. Drawings, specifications, photographs, and other engineering and manufacturing information supplied by Tate shall remain Tate's property, shall not be copied or otherwise duplicated or disclosed without Tate's written permission, and shall be returned to Tate upon completion of order or upon demand.

8. WARRANTY: All goods and services delivered hereunder shall be free and clear from all liens and encumbrances. Seller warrants that all goods or services furnished under this purchase order shall be free from defects of design, material and workmanship, shall be new, shall conform to all drawings and specifications and shall be of merchantable quality and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Tate intends to use the goods or services, Seller warrants that the same will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to samples, unless Seller has agreed to a higher standard. Such warranties, together with all other warranties and guarantees of Seller, shall run in favor of Tate and its direct and indirect customers. Seller's descriptive literature and all statements made by Seller shall be construed to be warranties. In the event of failure of Seller to correct defects in or replace non-conforming goods or services promptly, Tate, after reasonable notice to Seller, may make such corrections or replace such goods and services and Seller shall be responsible for reimbursement of the cost incurred by Tate in doing so.

9. INTELLECTUAL PROPERTY INDEMNITY: To the extent the subject goods are not manufactured pursuant to design specified by Tate, Seller shall defend, indemnify and hold Tate and its agents and customers harmless from any loss, damage, expense (including reasonable attorneys' fees) and liability (including costs of enforcing this indemnity) for infringement of patent rights or other rights with respect to such items, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services.

10. INTELLECTUAL PROPERTY ASSIGNMENT: Any intellectual property relating to the goods or services and related equipment, including but not limited to patents, trademarks, copyrights and trade secrets, developed by Seller in connection with this Agreement, shall be the property of Tate, and Seller hereby assigns and agrees to assign any such rights in the intellectual property to Tate. Tate shall have all rights incident to such ownership, (including all electronic and derivative rights) in all mediums of expression now existing or devised in the future, and may utilize those exclusive rights both in Canada and throughout the world. Seller shall execute any further documents necessary to carry out this Section 10 at Tate's request, including without limitation such assignments of ownership and waivers of moral rights as Tate deems necessary.

11. CERTIFICATION OF PRICE: Seller certifies that the price or prices quoted by it for goods or services to be furnished hereunder are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event that Seller reduces its price for goods or services in similar quantities during the term of this order, Seller agrees to reduce the prices hereof correspondingly.

12. ASSIGNMENT AND SET-OFF: Seller shall not assign or subcontract this order or any part hereof or any right hereunder without Tate's written consent. Tate may set off against amounts payable to the Seller hereunder or any claim or charge it may have against Seller, whether arising out of this or any other transaction with Seller.

13. RIGHT TO TERMINATE: Tate may terminate this order at its sole option at any time by notice in writing to Seller, in which event Seller shall immediately stop all work and observe any instructions of Tate as to work in process. Tate's sole responsibility to Seller shall be to pay the contract price for goods or services as have been delivered as of the time such cancellation is effective and to reimburse Seller its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this order which are not recoverable by Seller. In no event shall Tate be responsible for any losses or damages incurred by Seller arising from or related to any change in position of Seller based upon Seller's anticipated continued sales of goods or services to Tate.

14. BANKRUPTCY; DEFAULT: If Seller becomes insolvent, or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to Seller, Tate may, by notice in writing, terminate this order without liability except for items already delivered. Tate may, by written notice of default to Seller, terminate this order or any part if Seller fails to perform any of the provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms. The rights and remedies of Tate under this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

15. COMPLIANCE: Seller shall comply with all applicable laws and rulings, regulations and orders of duly authorized authorities pertaining thereto, and shall upon request of Tate furnish, within ten days from such request, certification of compliance with laws, rules and regulations that may be applicable to this order.

16. HOLD HARMLESS: Seller agrees to defend, indemnify and hold harmless Tate and its agents and employees from all claims, liabilities, costs, expenses (including reasonable attorneys' fees) and damages of every description (including costs of enforcing this indemnity) during, arising out of, or connected with the performance of this contract, any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification is in addition to the warranty obligations of Seller.

17. GOVERNING LAW: This order shall be construed and the rights of the parties interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada. The parties agree that any dispute arising under this order shall be brought in the Ontario court or Canadian federal court as has subject matter jurisdiction. The parties expressly waive any objection based on lack of personal jurisdiction or improper venue.

18. CONFIDENTIALITY: Seller and its employees, agents, officers, and directors shall not disclose to any third party proprietary or confidential information provided by Tate (including, without limitation, product or customer information, product forecasts or actual product demand) without the prior consent of Tate.

19. LIMITATION ON TATE'S LIABILITY, STATUTE OF LIMITATIONS, NO EXCLUSIVITY: In no event shall Tate be liable for anticipated profits or for indirect, incidental or consequential damages. Tate's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Any action resulting from any breach on the part of Tate as to the goods or services delivered hereunder must be commenced within two years after the cause of action has accrued. Nothing contained in this order, and no course of dealing between the parties, shall obligate Tate to buy all goods of the type specified on the face hereof from Seller, it being agreed and understood that any agreement with respect to exclusivity shall be expressed, in writing and signed by both parties hereto.

20. SUPPLEMENTARY INFORMATION: Any qualification plans, specifications, drawings, notes, instructions, engineering drawings or, quality, packaging and marking requirements, notices, or technical data provided to Seller in connection with this order or referred to in this order shall be deemed to be incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions, Seller shall refer to Tate for decision or instructions or for interpretation.

21. ENTIRE AGREEMENT SEVERABILITY; NO WAIVER: This order and any documents attached, electronically linked, engineering and manufacturing information (including forecasts and actual product demand) or referred to in this order constitute the entire agreement between the parties, which agreement can only be modified in writing signed by an authorized representative of both parties. Any provisions of this order prohibited by the laws of any province, territory, or state or Court of proper jurisdiction shall, as to such province, territory, or state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract. Failure of Tate to enforce any right under this clause shall not be deemed a waiver of any right hereunder.

22. SERVICES: Seller shall, except as otherwise stated on the face of this Agreement or a referenced quotation, furnish all labour, materials, tools, equipment, and do all things necessary to perform the work specified herein. In the event that Seller's work hereunder requires or contemplates performance of services by Seller's employees, or persons under contract to Seller, to be done on Tate's property, or property of Tate's customers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Tate. Seller shall maintain all necessary insurance coverages, including public liability and workers' compensation insurance. Seller shall indemnify and save harmless and defend Tate from any and all claims or liabilities arising out of the work covered by this paragraph.

23. LANGUAGE: The parties hereto acknowledge that they have requested that these terms and conditions and all documents relating hereto be drawn up in up in the English language. Les parties reconnaissent qu'elles ont exigé que les présentes conditions de ventes et tout documents qui y sont afférents soient rédigés en langue Anglaise.