

SALES TERMS AND CONDITIONS

These are the conditions governing sales by TateASP Access Floors, Inc. ("Tate"). Placing an order for the products shall constitute acceptance of these conditions of sale. Tate's acceptance of the buyer's order is expressly conditioned on the buyer's assent to the terms and conditions stated herein. No addition to, waiver or modification of these terms and conditions shall be binding on Tate unless expressly agreed to in writing by Tate, and such writing states that it supercedes these Terms and Conditions in that regard.

1. Payment.

- **Domestic:** Payment terms are net 30 days from the date of shipment with no cash discount or retention allowed. The payment terms set forth herein are subject to Buyer and Tate maintaining a mutually acceptable credit arrangement. Overdue payments will bear interest at the lesser rate of 1½% per month or the rate permitted by applicable law. Tate reserves the right to withhold any or all shipments to the Buyer if any amount owed by Buyer to Tate is more than 10 days past due. In the event of such a default, Tate shall not be under any obligation to ship until all outstanding invoices are paid regardless of whether some of the outstanding invoices are not yet past due.
- **International:** Payment terms are an Irrevocable Letter of Credit or cash in advance unless a line of credit has been established.

2. Price. All prices expressed are F.O.B. factory and include standard Tate packaging of material. Tate reserves the right to adjust prices for current costs in effect at the time of shipment.

3. Quotations. All quotations are valid for 30 days from date of issue unless otherwise stated in writing.

4. Order Entry.

- A. *Written Orders:* Written Orders must be submitted to Tate by the Buyer. Orders shall be directed to the Tate's Customer Service Department for processing.
- B. *Verbal Orders:* Verbal Orders cannot be accepted.
- C. *Cancellations and deletions:* Orders for standard product may be cancelled or modified by Buyer no later than three weeks prior to shipment; however, **Tate may charge a restocking charge on cancelled orders or cancelled portions of orders of up to 30% plus any expenses that have been incurred in manufacturing.** Any non-standard product may not be cancelled upon the earliest to occur of: (a) Tate's ordering of non-standard material, (b) commencement of production, or (c) 3 weeks prior to shipment. **Non-standard products not in production, may be cancelled with a minimum 50% restocking charge, or higher charge based on the product.**
- D. *Order Acknowledgments:* The acknowledgement acts as Buyer's confirmation that Tate is supplying the product ordered by Buyer. Any discrepancies from information confirmed in the acknowledgement will be Buyer's responsibility. It is the Buyer's responsibility to review Tate's order acknowledgment and to make certain that it is correct in all particulars, then sign and return it within seven days of the publication date on the acknowledgment form. Unreturned acknowledgments will be considered by Tate to be acceptable to Buyer as printed, including, without limitation, the terms and conditions thereof. In the event of shortage of product, Tate reserves the right to allocate goods among its customers.

E. *Revisions or additions to an Order* must be in writing and will be accepted if confirmed by Tate. An order may be revised by the Buyer up to three (3) weeks prior to the acknowledged ship date. Revisions submitted within three (3) weeks of the acknowledged ship date may result in the Buyer's order being rescheduled with the current production lead time for the products ordered. All revision requests will be addressed on an individual basis. Revisions will become valid when confirmed in writing by Tate. Each order will be allowed two (2) routine order revisions at no charge up to 3 weeks prior to scheduled ship date. Any additional order changes will be subject to a processing fee of \$50 per truckload or container load revised.

F. *Custom Product*. If this Order involves product customization or modification of Tate's product specifications ("Specialized Product"), Buyer acknowledges that it will be solely Buyer's responsibility to correctly identify and order Specialized Product in any future orders, which orders for Specialized Product will be subject to availability and pricing at time of such order.

5. Shipment and Acceptance. Tate will confirm an order's ship date in writing prior to manufacturing. Buyer-initiated shipment delays beyond two (2) business days of the acknowledged ship date may result in Buyer's order being rescheduled with the current production lead time for the products ordered, Buyer's order being shipped Best Way by Tate at Buyer's expense, or Buyer's order being stored at Buyer's expense. Buyer's acceptance shall occur upon delivery, unless Buyer advises Seller in writing within (10) ten days from receipt of the products by Buyer that the products do not conform to Seller's specifications.

6. Delivery and Freight. Delivery to the carrier at point of shipment shall constitute delivery to the Buyer and the Buyer shall assume all risk for subsequent loss or damage. Shipments will be made "freight collect" or "bill 3rd party", with instructions to the carrier to send freight bills to the Buyer at its main office. The carrier will be instructed to notify Buyer 24 hours prior to delivery, unless otherwise directed. Tate cannot guarantee delivery by a common carrier on any specific date. Buyer is responsible for the validation of all freight rates.

- All orders specifying Piggyback Rail as the required carrier or use of any metal floored trailers will be invoiced by Tate for air bags used in shipment. This will be listed on the invoice at Tate's then current list price.
- For international shipments, Tate will notify the Buyer of shipment from its plant and shall communicate the details of shipment as communicated by the carrier to Tate.

7. Building Components. Some persons may experience or claim allergic or medical reactions to components of various building materials. Tate does not warrant any materials used in its products to be free from any possible toxicity to users or occupants and, therefore, disclaims any liability for any problems arising there from.

8. Buyer-Supplied Material. Buyer-supplied material must be individually marked with a return material authorization number obtained from Tate's Customer Service Department. All shipments must be made freight prepaid. Buyer-supplied material needs prior approval / testing from Tate's Engineering Department. Buyer-supplied material will be incorporated at Buyer's own risk and Tate assumes no responsibility for the performance of Buyer-supplied material. Rolls of Buyer-supplied carpet weighing over 500 lbs. will not be accepted. Any overage of Buyer-supplied material will be scrapped unless Tate is advised otherwise at time of order placement.

9. Taxes. Buyer agrees to provide Tate with its assigned tax exemption number, if applicable, and agrees to pay all applicable sales, GST, HST, use, excise, value added or other similar taxes arising from the sale by Tate to Buyer in addition to the purchase price.

- 10. Delays.** Tate will use commercially reasonable efforts to ship promptly, but will not be liable in any manner for delays or inability to ship for any reason.
- 11. Returns.** No product returns will be accepted unless first approved in writing by Tate. All returned products must be shipped freight prepaid because collect shipments will not be accepted. If the returned products are standard products in a first class condition, Buyer will be re-credited at the invoice amount **less a 30% restocking charge**. If the returned products are not in a first class condition, then Tate reserves the right to refuse to accept the return and to reship the product to Buyer on freight collect basis. Nonstandard products may not be returned.
- 12. Claims.** All claims regarding lost, damaged or delayed shipments should be reported to the common carrier involved. The settlement of such claims is between the Buyer and the common carrier. Claims for short shipments should be reported to Tate immediately and confirmed in writing.
- 13. Pricing Policy.** The most current Tate Price List supersedes all previous price lists. The most current Multiplier Chart issued by Tate applies to the Price List.
- 14. Choice of Laws; Forum; Enforcement.** All orders shall be construed and the rights of the parties interpreted in accordance with the laws of the Province of Ontario without regard to the conflicts of law thereof. The parties exclude the application of the International Sale of Goods Act and the Provincial Sale of Goods legislation. The parties agree that any dispute arising under this order shall be brought in the courts of Ontario or Canadian federal court as has subject matter jurisdiction. Tate shall be entitled to recover from Buyer all of its cost and expenses (including reasonable legal fees) in enforcing its rights to payment.
- 15. Conditions.** Storage conditions of bare and laminated product should be maintained within a temperature range of 1° C to 35° C (35° to 95° F) and relative humidity of 20% to 80%. Installation and service operating conditions of bare and laminated product should be maintained within a temperature range of 10° C to 35° C (50° to 90° F) and relative humidity of 20% to 80%.
- 16. Termination.** Tate may cancel this order in whole or in part, by written notice if (a) Buyer becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or proceedings are commenced against Buyer under any bankruptcy or similar laws, or (c) Buyer defaults in the performance of any of its obligations under this order or any other order between Buyer and Tate, and Tate reserves all rights with respect to same.

TATE ASP ACCESS FLOORS INC.

Effective Date: July 1, 2007

LIMITED WARRANTY

Except as stated below, Tate ASP Access Floors Inc. ("Tate") warrants that all products manufactured and supplied by Tate to Buyer will be free from defects in material and workmanship which under normal use and service render them unfit for the use for which they were intended for a period of one (1) year from the date of shipment. Tate warrants components supplied by others and incorporated into the Tate products only to the extent of the express warranties made by the suppliers of such components.

This limited warranty extends only to the original end user purchaser of Tate products and does not cover normal wear and tear of parts or damage or loss resulting from misuse, accident, neglect, improper installation or maintenance. In order to qualify for this warranty coverage, Buyer must install, use and maintain the Tate products strictly in accordance with the instructions and recommendations contained in Tate's literature. Tate's installation, use and maintenance instructions are available at Tate's website and in the printed materials provided to Tate's dealers. All updates to such materials will be made available in Field Bulletins, all of which are mailed to dealers detailing the changes. Tate's website and printed publications are updated regularly and available by order.

If Buyer claims that the Tate products do not conform to this limited warranty, it must, at Tate's option, either return any defective part(s) to Tate for inspection with freight or other transportation costs prepaid or allow Tate's personnel to inspect the Tate products at the site of their installation or use. If, after inspection, Tate determines that the Tate products do not conform to this limited warranty, Tate in its sole discretion and as Buyer's sole and exclusive remedy, will choose to (a) repair the Tate products without charge to Buyer, (b) replace the Tate products without charge to Buyer, or (c) repay the purchase price to Buyer. The warranty period for repaired or replaced components shall be the remainder of the original warranty period.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY PROVIDED BY TATE AND IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES OF QUALITY, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS, ALL OF WHICH ARE HEREBY DISCLAIMED. BUYER HEREBY WAIVES ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE. NOTWITHSTANDING ANY PRIOR STATEMENT, WRITTEN OR ORAL, TATE MAKES NO OTHER WARRANTIES OR CONDITIONS REGARDING THE QUALITIES OF ITS PRODUCTS OR THE MATERIALS INCORPORATED THEREIN.

Buyer understands and agrees that in no event shall Tate be liable to Buyer or to any third party for any indirect, incidental, special, consequential or other similar damages including, without

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limitation, loss of profit, arising, directly or indirectly, out of or occasioned by the purchase, resale, use, installation, repair, replacement of the Tate products, whether such damages are based on a claim for breach of contract, breach of express or implied warranty, tort (including without limitation, negligence), civil liability, or any other cause of action, whether or not foreseeable and whether or not Tate has been advised of the possibility of such damages. Under no circumstances will Tate's maximum cumulative liability exceed the purchase price paid by Buyer for the Tate products. BUYER SPECIFICALLY UNDERSTANDS AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, TORTIOUS CONDUCT OR ANY OTHER CAUSE OF ACTION AGAINST TATE IS THE REMEDY OF REPAIR, REPLACEMENT OR REFUND PROVIDED HEREIN.

This limited warranty shall be construed and the obligations of Tate shall be interpreted in accordance with the laws of the Province of Ontario without regard to the conflicts of laws thereof. Any dispute arising under this limited warranty shall be brought in the courts of the Province of Ontario or Canadian federal court as has subject matter jurisdiction.