



TERMS AND CONDITIONS OF PURCHASE

All purchases by Süddekor LLC ("Buyer") are made exclusively under these Terms and Conditions of Purchase. In this document the term "Seller" means the party providing goods and services to Buyer.

1. ACCEPTANCE - The Seller agrees that these Terms and Conditions of Purchase will apply to and govern the agreement between the parties for the purchase and sale of all goods (the "Goods") and any services (the "Services") provided by Seller. Seller's commencement of work on the Goods and/or Services subject to a purchase order, or shipment of Goods, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's order. Any acceptance of Buyer's purchase order is limited to acceptance of the express terms contained on the face of any purchase order submitted by Buyer and those terms contained herein. Any additional or different terms of Seller in any proposal, acknowledgement, invoice or other document will be null and void and of no force or effect and are hereby objected to, rejected, and expressly excluded.

2. ENTIRE AGREEMENT - These Terms and Conditions of Purchase together with the Buyer's purchase order constitute the complete and final agreement and understanding between Buyer and Seller, notwithstanding usage of trade or course of dealing to the contrary. No modification of these terms shall be binding on Buyer without Buyer's written consent.

3. TERMINATION FOR CONVENIENCE OF BUYER - Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

4. PROPRIETARY INFORMATION-CONFIDENTIALITY - Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this agreement, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with an order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to the order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws.

5. WARRANTY - Seller warrants good and clear title to all Goods shipped free of liens or encumbrances. Seller further warrants that all Goods or Services furnished shall conform to all

specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such Goods or Services will conform to any statements made on the containers or labels or advertisements for such Goods or Services, and that any Goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, 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 Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Inspection, testing, acceptance or use of the Goods or Services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive payment, inspection, testing, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of Goods sold by Buyer. Seller agrees to replace or correct defects of any Goods or Services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer. In the event of failure of Seller to correct defects in or replace nonconforming Goods or Services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.

6. FORCE MAJEURE - Buyer may delay delivery or acceptance of Goods or Services occasioned by causes beyond its control. Seller shall hold any such Goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of Services at Buyer's request. Causes beyond Buyer's control shall include governmental action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.

7. INTELLECTUAL PROPERTY –

A. Nothing in this agreement shall affect the pre-existing intellectual property rights of the parties. Additionally, each party shall retain all its rights, title and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not) owned by it prior to this Agreement. Provided, however, Seller hereby grants to Buyer a non-exclusive, worldwide, perpetual, irrevocable, fully paid up, royalty free license (with the right to sublicense or transfer to any subsequent user of the applicable Goods or Services) to use, copy, translate, adapt or alter any such pre-existing intellectual property of Seller in connection with the use of the Goods or Services delivered or furnished hereunder, including the right to use and reproduce for internal purposes only, including maintenance and repair, all drawings, manuals, and other documentation provided or associated with Goods or Services delivered under this agreement. Any copyrightable works, ideas, discoveries, inventions, patents, goods, or other information (collectively "Intellectual Property") developed in whole or in part by or on behalf of Seller in connection with or relating to the Goods or Services provided or based upon Buyer's confidential information shall be the exclusive property of Buyer. Upon request, Seller shall sign all documents and otherwise cooperate with Buyer as necessary to assign, confirm and perfect the exclusive ownership of all Intellectual Property rights in the goods to Buyer.

B. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Goods or Services furnished hereunder, and Seller further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. Buyer may be represented

by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

8. **INSURANCE** - In the event that Seller's obligations hereunder require or contemplate performance of Services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of Buyer's customers, the Seller agrees to procure and maintain with insurers reasonably acceptable to Buyer insurance in coverage and amounts described below: (a) workers' compensation insurance at required statutory amounts, (b) comprehensive general liability insurance, including products/completed operations liability with a vendor's broad form endorsement, with a minimum liability coverage of One Million Dollars (\$1,000,000), (c) employer's liability insurance for personal injury and property damage with a minimum liability coverage of One Million Dollars (\$1,000,000), and (d) comprehensive automobile liability insurance for personal injury and property damage with a minimum liability coverage of One Million Dollars (\$1,000,000). Such insurance, except workers' compensation insurance, will be endorsed to name Buyer as an additional insured to the extent of the risk of loss and indemnification obligations assumed by Seller under this agreement. Certificates evidencing such coverage will be provided to Buyer and will provide that such insurance coverage will not be cancelled or modified except upon 30 days prior written notice to Buyer.

9. **INDEMNIFICATION** - Seller shall defend, indemnify and hold harmless Buyer against all liabilities, claims, suits, judgments, losses, damages, or costs (including reasonable attorney's fees and expenses) arising out of or resulting in any way from any (i) claim that any Goods sold infringes any patent, copyright, trade secret, trademark or other proprietary right of any third party, (ii) violation by Seller of any governmental law, regulation, or ordinance, or (iii) defect in the Goods or Services purchased hereunder, any breach of these terms and conditions, including breach of warranty, or of an order, or from any act or omission of Seller, its agents, employees or subcontractors.

10. **CHANGES** - Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

11. **PRICING** - 2. No price changes from those shown on this order will be accepted unless authorized in writing by the Buyer prior to shipment. Unless otherwise specified in a purchase order, the purchase price stated includes adequate packing, palletizing, insurance, taxes, permits and freight, and delivery.

12. **DELIVERY/RISK OF LOSS**. All orders will be shipped F.O.B. Buyer's facility, unless otherwise stated on the face of the applicable purchase order. Time is of the essence hereof and if delivery of Goods or rendering of Services is not completed by the time promised, Buyer reserves the right, without liability in addition to its other rights and remedies, to terminate this agreement by notice effective when received by Seller as to Goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Unless otherwise specified on a purchase order, risk of loss shall remain Seller's until the Goods have been delivered to Buyer and have been inspected and accepted, and the Seller shall have the responsibility of insuring

the Goods against transportation loss and any other loss or damage until the Goods have been delivered to Buyer and have been inspected and accepted

13. CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY. Neither party shall be liable to the other for any indirect or consequential damages arising from any performance or failure to perform by a party or its employees or subcontractors under an order, or the agreement made between the parties. The foregoing limitation shall not apply in the case of a party's gross negligence or willful misconduct, breach of the confidentiality obligations set forth herein or Seller's indemnification obligations under Section 9 or at common law. Buyer'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.

14. GOVERNING LAW AND JURISDICTION - These terms and conditions and any dispute arising under or with respect to a purchase order shall be solely and exclusively governed and decided in accordance with the laws of the State of Massachusetts. The parties hereby consent to the non-exclusive jurisdiction of the state and federal courts sitting in and for Massachusetts.

15. REMEDIES - The remedies available and set forth herein are cumulative and not exclusive.

16. COMPLIANCE WITH LAWS - Seller agrees that all Goods shipped to the Buyer under this agreement will be produced in full compliance with all applicable laws including, but not limited to, the Fair Labor Standards Act. Seller further agrees that it shall not engage in the employment of child, forced, indentured, involuntary, prison or uncompensated labor. Buyer may, upon notice, inspect Seller's plant and facilities at reasonable times to determine compliance with the provisions set forth herein. In addition to any other remedies contained herein, Buyer shall have the right to immediately terminate this agreement and any other agreements with Seller if it determines that Buyer is in violation of this section.

17. GENERAL - No part of any order or Seller's obligations may be assigned or subcontracted without the prior written approval of Buyer. If any provision of these terms and conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.