



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall apply unless the Buyer and Seller have mutually executed a signed Agreement covering the sales of Products and Services between the parties.

Diamond W Supply Co., a California corporation, doing business as Diamond W Floor Covering, Inc. (hereinafter "Seller") is a distributor and reseller of flooring products and systems (including, but not limited to, rubber, linoleum, vinyl, wood and wood laminates) ("Products") and certain value added related services ("Services"). These General Terms and Conditions of Sale (hereinafter "Terms and Conditions") shall apply to all sales of Products and Services by Seller and its subsidiaries and affiliates to Buyer. Seller's manufacturers, suppliers, vendors, and service providers are collectively referred to as "Suppliers".

1. Quotations; Orders. Seller's written price quotations are valid for the length of time, if any, indicated on the quotation; if no length of time is specified, quotations are subject to change at any time after issuance due to Supplier price or discount changes. Unless otherwise specified, prices do not include shipping, handling, special packing and insurance charges. Unless otherwise mutually agreed by the parties in writing, Seller shall pre-pay and add to Buyer's invoice all freight, handling, delivery, special packing and insurance charges for shipments of Products and Buyer agrees to pay for such charges. Upon receipt of notice of a price change from Seller, Buyer shall promptly notify Seller in writing whether Buyer wishes to accept the new quotation or cancel the order. All orders for Products and/or Services will be evidenced by Buyer's firm purchase orders, which must, at a minimum, identify the Products and/or Services being ordered and the quantity of such Products, request a delivery date, and provide shipping instructions and shipping address. All orders for Products and/or Services are subject to approval by Seller at its corporate headquarters.

2. Cancellation and Rescheduling. Except for Custom Products (defined below), Buyer may cancel or reschedule orders prior to delivery to the carrier only with Seller's written consent. If Seller consents to the cancellation or re-scheduling of an order in Seller's discretion, Buyer shall pay Seller a restocking fee and reasonable cancellation charges. If Buyer requests an accelerated delivery date, Seller will use its commercially reasonable efforts to meet such request and shall pass on such additional costs to Buyer, if applicable.

3. Custom Products. Custom Products are Products: (i) that are special order for Seller; or (ii) that are ordered based on Buyer's specifications and/or unique requirements; or (iii) for which Seller has no return privileges with its Supplier. Seller shall identify Products as Custom Products on its quotation to Buyer. Custom Products are not eligible for return, cancellation or re-scheduling once Buyer has placed an order with Seller. Buyer assumes full liability for payment of all Custom Products ordered by Buyer, whether in the form of raw materials, work-in-process or finished goods.

4. Delivery. Products shipped via common carrier are F.O.B. point of origin [*ExWorks Seller's facility*] and title and risk of loss shall pass to Buyer upon Seller's delivery of Products to the carrier. Products shipped by Seller directly are F.O.B. destination and title and risk of loss shall pass to Buyer upon delivery at Buyer's location. Unless otherwise mutually agreed in writing, choice of carrier and shipping method and route shall be at Seller's election. Seller shall have the right to deliver all Products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery. Seller shall not be liable for delays in delivery or for other failure to perform due to causes beyond the reasonable control of Seller, including, but not limited to, force majeure, acts of God, acts or omissions of Buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any such delay, the set date of delivery, if any, shall be extended for a reasonable period or the delivery may be canceled at Seller's option.

5. Acceptance. Upon receipt of Products, Buyer agrees to inspect and/or test Products. Inspection or testing shall be completed promptly and in no event later than 10 days after delivery of Products. Products shall be deemed accepted by Buyer unless Buyer provides Seller, within 10 days of the initial inspection period, a written notice specifying all defects or discrepancies in the quality or quantity of Products.

6. Payment. Invoices are due and payable net thirty (30) days from date of invoice, unless otherwise approved by Seller. Buyer shall pay (and prices do not include) all sales, use, services, excise, tariffs, duties or similar taxes or charges unless Buyer provides Seller with a valid tax exemption certificate(s). Buyer's outstanding unpaid balances shall be subject to a finance charge of 1.5% per month (or such lower rate as may be the maximum permitted by law) until paid in full. Buyer shall also pay Seller's cost of collection (including reasonable attorney fees) regardless of the

manner or method in which the costs are incurred. Payments received from Buyer may be applied by Seller against any obligation owed by Buyer to Seller. Buyer shall not to offset any amounts due to Buyer from Seller against any of Seller's invoices. Seller may refuse or delay shipments if Buyer fails to pay promptly any payments due Seller. All payments must be in U.S. Dollars.

7. Returns. Buyer may only return Products pursuant to Seller's return policy and prior consent. Upon confirmation of right to return, Seller shall issue or cause to be issued a Return Material Authorization. Buyer shall return Products freight prepaid, in accordance with Seller's instructions in original packaging and in good condition, without alteration. Buyer assumes risk of loss for returned Products until receipt by Seller or its Supplier at the designated return location. Upon receipt of returned Products which comply with this Section 9, Seller has the right to issue and Buyer agrees to accept a credit memo in the amount of the value of the returned Products which may be used as a credit toward future purchases.

8. Warranty and Warranty Limitations. Buyer acknowledges that Seller acts as a distributor/reseller of Products and certain Services and that the Supplier of such Products and/or Service is responsible to Buyer, Seller and third parties for all defects, breaches, liability, claims, damages, obligations, costs and expenses (whether legal or equitable) ("hereinafter "Claims") related to the manufacture, performance and functionality of the Products or Services. Buyer agrees to look solely to the Supplier of Products or Services for all Claims arising from breach of Supplier's warranty for Products. Seller agrees to assist in the processing of a Claim and to transfer, assign or "pass through" to Buyer any transferable warranty made to Seller by Supplier to the extent transferable and permitted by law. **Seller makes no representation, covenant or warranty with respect to the extent or enforceability of Supplier's warranty. Seller makes no other warranty, express or implied, with respect to Products or Services.** SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF BUYER, (C) WHETHER THE USE OF THE PRODUCTS OR SERVICES SHALL BE UNINTERRUPTED, (D) ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR (F) NONINFRINGEMENT. Buyer's sole and exclusive remedy for nonconforming Products or Services shall be, at Seller's option, the replacement or repair of Products or re-performance of the Services at Seller's cost or Seller's refund of the purchase price of the applicable Products and/or Services. No repair, replacement or re-performance shall extend any warranty period.

9. Limitation of Liability. IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

10. Limitation of Damages. BUYER SHALL IN NO EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS OR DATA.

11. Intellectual Property. Seller shall have no liability or obligation in connection with any claims of infringement by Products to any patent, trademark, copyright, trade secret or other proprietary right or information.

12. Advice. If technical advice is offered or provided in connection with the sale of any Products, it is provided as an accommodation to Buyer, without charge, and Seller does not warrant and has no responsibility or liability whatsoever for the content of or use of such advice.

15. Confidentiality. Both parties acknowledge that, by reason of their relationship, they may have access to and/or disclose certain information and materials concerning the business, plans, products and customers of each other which is confidential and of substantial value to the other party, whether disclosed in writing, verbally or by its nature the receiving party knows or should know the confidential nature of the information ("Confidential Information"), which value would be impaired if such information were disclosed to third parties. The term Confidential Information shall not include information which is: (a) in the public domain other than by a breach of this Agreement by the receiving party; or (b) rightfully received from a third party with no duty of confidentiality; or (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by employees, agents or consultants of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure. The parties hereto agree to maintain as confidential and not to disclose any Confidential Information learned by virtue of the parties' business relationship to any third party or use any Confidential Information for purposes other than performance of its obligations hereunder. The parties agree that this obligation of confidentiality shall survive termination of this Agreement.

16. Compliance with Export Laws; Foreign Corrupt Practices Act. Buyer agrees to comply will all U.S. export, import and anti-boycott laws and with the United States Foreign Corrupt Practices Act. Buyer agrees not to,

and agrees to inform its customers in writing that they may not sell, market, export, transfer, or re-export Products, technical data or technology to any restricted country or to any company, individual or governmental entity published from time to time by the U.S. Government (called denied parties). If it exports any Products, Buyer will be the exporter of record and will obtain any licenses or authorizations from the appropriate U.S. Government agency required for the export or re-export of any Products, Services, technical data or technology. Buyer agrees that its employees and agents will not offer, pay, promise to pay, give or promise to give any money or anything of value, directly or through third parties, to any government official, political party, political official, candidate for political office or to any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, paid, given or promised, directly or indirectly, for purposes of influencing any act or decision of any of the foregoing persons or entities or inducing any of the foregoing persons or entities to use his, her or its influence with a government entity or instrumentality to affect or influence any act or decision of such government entity or instrumentality. Buyer agrees to indemnify, defend and hold harmless Seller and its Suppliers from all losses, claims and damages incurred (including, but not limited to, reasonable attorney fees, court costs, and costs of investigation and defense) by Seller and its Suppliers because of Buyer's failure to comply with this Section 16.

17. Government Contracts. In addition to these Terms and Conditions, Products purchased in support of Buyer's U.S. Government contract shall be governed by those Federal Acquisition Regulations or Defense Federal Acquisition Regulations ("FARS" and "DFARS") which pertain to the sale of "commercial items" (as defined in the FARS or DFARS, as the case may be). No other FARS or DFARS shall form a part of these Terms and Conditions and Seller does not agree to any such additional FARS or DFARS.

18. Disputes. All unresolved disputes concerning or in connection with Products and/or Services shall be resolved in the state Court of Common Pleas of the State of California, Los Angeles County. Buyer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Buyer expressly waives its right to trial by jury. No action or other claim, regardless of form, arising out of or in any way connected with or related to Products and/or Services may be brought by Buyer more than one (1) year after the cause of the action or claim has accrued.

19. Entire Agreement. Notwithstanding any different or additional terms or conditions contained in Buyer's purchase order or other communication, Seller accepts Buyer's order only on the condition that Buyer expressly accepts these Terms and Conditions. In the absence of Buyer's acceptance hereof, Seller's commencement of performance or Seller's acknowledgment of Buyer's purchase order shall be for Buyer's convenience only and shall not be construed as Seller's acceptance of any of Buyer's terms. Any confirmation by Buyer that states different or additional terms shall operate as an acceptance of these terms, but Seller hereby objects to and rejects such different or additional terms and any such different or additional terms shall be deemed to be material alterations and notice of objection to them is hereby given. Buyer's acceptance of any Products and/or Services shall be deemed to be acceptance of these Terms and Conditions. Seller hereby objects to any additional, contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the Products and/or Services. Any notice by Buyer objecting to these terms must be in a writing separate from any form purchase order. Seller's failure to object specifically to provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms and Conditions. Sales of certain Products and/or Services may require a mutually agreed-upon written special terms and, if applicable, specifications provided by Buyer. Any other amendment, waiver or other alteration of these Terms and Conditions by Seller shall be effective only if made in a writing signed by a designated officer of Seller.

20. General. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Seller and Buyer. Buyer agrees that its conduct and use or resale of Products sold by Seller shall be in compliance with all applicable laws. These Terms and Conditions are not assignable by Buyer without Seller's prior written consent. The waiver by Seller of any breach or default shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Any clerical errors are subject to correction. This Agreement shall be governed by the laws of the State of California. All shipping terms shall be interpreted in accordance with INCOTERMS. This Agreement shall not be governed by the UN Convention on the International Sale of Goods.

GENERAL CONDITIONS OF PURCHASE

ARTICLE 1- SCOPE

The present general conditions of purchase (hereafter the "GCP") apply to all orders (hereafter the "Orders") and delivery instructions (hereafter the "Delivery Instruction") from our company (hereafter the "Buyer"), whether it concerns purchase of goods or raw materials (hereafter "Goods") and/or the performance of services (hereafter the "Services") from suppliers and/or service providers (hereafter both referred to as the "Supplier").

The acceptance of any Order or Delivery Instruction or the commencement of any work or the performance of any Services hereunder shall constitute unconditional and unqualified acceptance by the Supplier of the Order or Delivery Instruction and the GCP as part of the contract between the parties. Any and all terms and conditions of the Supplier, whether contained in a quotation or otherwise, shall not apply, even if the Buyer did not expressly oppose them.

ARTICLE 2- CONTRACTUAL DOCUMENTS

All Orders and Delivery Instructions from the Buyer are governed by the GCP, completed, if any, by the contract for supply of Goods or Services, the technical specifications and the price conditions agreed between the Parties on an annual, monthly or case by case basis (hereafter the "Price Conditions"). All these documents or any amendment thereof shall form the contract between the parties (hereafter the "Contract"), excluding any other document, specifically the Supplier's offer, which shall not be considered as binding except to the extent of any statement or representation (whether oral or written) believed by the Buyer to have been made by or on behalf of the Supplier in connection with the Goods or Services or having influenced the decision of the Buyer to issue the Order. The Orders from the Buyer are made through a written order form; the Delivery Instructions are made through an email confirming the Price Conditions. In case of contradiction between the different contractual documents, the order of precedence shall be the following: 1) the Order or Delivery Instruction, completed, if applicable, by the Price Conditions; 2) the contract for supply of Goods or Services, if any; 3) the GCP; 4) the technical specifications.

ARTICLE 3- ORDERS

The acceptance of the Order or Delivery Instruction by the Supplier shall be made through a written order acknowledgement of receipt which shall not contain any reservations or modifications of the Buyer's terms including but not limited to the GCP (hereafter "AR") within a maximum deadline of five (5) calendar days as from the sending of the Order or Delivery Instruction by the Buyer. Before receipt of the AR by the Buyer, any Order or Delivery Instruction may be cancelled by the Buyer by written notification to the Supplier, with immediate effect, at any moment, without any particular formality and without any liability on the part of the Buyer. Any Order or Delivery Instruction without AR, which would not have been cancelled in compliance with the above mentioned provisions and which would have been partially or totally performed by the Supplier shall be considered as accepted. Any modification, even minor, to the Order or Delivery Instruction, shall be subject to the prior written consent of the Buyer and shall be made through an amendment to the Order or Delivery Instruction or through a new Order which supersedes the former one.

ARTICLE 4- DELIVERY

4.1 Deadlines for delivery of Goods or performance of Services shall be set forth by the Buyer in the Order or Delivery Instruction. Unless otherwise agreed between the Parties, the deadline for mandatory acceptance shall be considered as of the essence of the Order or Delivery Instruction. The Supplier shall immediately inform the Buyer of any event that may jeopardize this deadline.

4.2 In case the Supplier does not meet the delivery deadlines, it shall indemnify the Buyer against all and any additional expenses, losses and costs or other consequences resulting therefrom. Any further statutory or contractual rights of the Buyer in particular the right to claim damages and/or the right to terminate the Contract, in whole or only in part, remain unaffected. If the Buyer terminates the Contract, it is entitled to demand damages in lieu of the performance of the Contract. These damages include, but are not limited to, the purchase price for the Goods ordered from any supplier or for the Services performed by another supplier.

4.3 The Supplier shall deliver the Goods according to the Buyer's requirements and in a packaging suitable to their nature, transportation mode and storage, so that the Goods are delivered in perfect conditions. Each Good shall be packaged in accordance with labelling and packaging conditions required by the legislation applicable to transport and the packaging shall bear the number of the Order or Delivery Instruction, the description of the Goods and their quantity. Any damage to the Goods resulting from an inappropriate packaging shall be charged to the Supplier.

ARTICLE 5- GOODS AND SERVICES RECEPTION

5.1 The Goods and/or Services shall in all aspects comply with the specifications agreed between the Parties in the Contract, specifically in terms of quantity, quality, performance and delivery deadline. If the Parties have agreed on a reference or standard in the form of a sample or otherwise, the Goods delivered shall comply with this reference or standard. The Supplier undertakes to determine and implement all necessary resources in personnel and materials necessary to the good performance of the Order or Delivery Instruction.

5.2 The Buyer may refuse, in whole or in part, the Goods and Services by simple letter, fax or email in case of non compliance with the Order, Delivery Instruction or any other contractual document (including but not limited to non compliance with delivery deadlines, incomplete delivery or surplus delivery). In such a case, the Buyer shall not be obligated to pay for the Goods or Services concerned.

5.3 Any Good refused shall be taken back by the Supplier at its own cost and risk, within eight (8) days as from the refusal notification. Failing that, the Buyer may send them back to the Supplier, at the cost and risk of the Supplier. The Buyer may also at its option, destroy the Goods.

5.4 Absence of contestation and/or reserves upon delivery, and/or the payment for the Goods or Services, shall not be considered as a definitive acceptance of the Goods and/or Services, nor as an agreement on the amount invoiced and shall not in any way be considered as a waiver by the Buyer of any other breach of any provision.

5.5 No payment shall be due by the Buyer to the Supplier for Goods and/or Services refused.

5.6 Notwithstanding any other rights and remedies available to the Buyer in Contract or in law which remain unaffected, in case of non compliant Goods and/or Services due to the Supplier, the Buyer shall be entitled to recover from the Supplier contractual penalties to the extent and as agreed in the Contract. The Buyer's rights under Article 8 hereunder remain unaffected.

ARTICLE 6- TRANSFER OF TITLE AND RISKS

6.1 The transfer of risks of the Goods shall occur according to the delivery conditions indicated in the Order or Delivery Instruction (INCOTERM ICC Edition 2010).

6.2 Unless otherwise provided in the mandatory provisions of the applicable law, transfer of title of the Goods shall occur at the same time as the transfer of risks or upon earlier payment, if any. The Supplier shall not seek to apply any reservation of title clause, unless the Buyer has expressly approved such in writing. The Supplier undertakes that no reservation of title clause shall be stipulated by any of its own suppliers for any material delivered by the said suppliers and integrated in the Goods sold to the Buyer.

6.3 The risk and title in any Goods rejected or not delivered to the Buyer shall revert to or remain with the Supplier upon notification of the rejection.

6.4 Neither the Supplier nor a sub-supplier nor any other person shall have a lien on any Goods which have vested in the Buyer for any sum due to the Supplier, sub-supplier or other person.

ARTICLE 7- PRICE, INVOICING AND PAYMENT CONDITIONS

7.1 The Price for Goods and/or Services is set forth in the Order or in the Price Conditions. The price set forth shall be considered as a lump-sum, firm and non renewable price. It pays the Supplier any expenses, disbursements, charges and/or any obligations of any kind; the price is deemed to take into account all the circumstances and specifics of the Contract; it includes specifically the packing and packaging costs as well as the potential transportation costs, depending on the INCOTERM chosen.

7.2 No price increase shall apply without the prior written consent of the Buyer.

7.3 Except for Goods stored in consignment and except if otherwise provided under the mandatory provisions of the applicable law, each invoice shall correspond to one Order or one Delivery Instruction and shall be issued at the earliest upon the delivery date of the Goods or the date of reception of the Goods. When a payment is linked to a certain date in the Services, the corresponding invoice shall be subject to the complete and effective performance of such phase. Each invoice shall be drawn up in compliance with all applicable legal regulations and shall mention the date, Order or Delivery Instruction number and, if applicable, the delivery note number. Unless otherwise stipulated, invoices shall be sent to the address of the Buyer's registered office. Any incomplete invoice will be sent back unpaid to the Supplier.

7.4 The payment terms of the invoices will be set forth on the Order or Delivery Instruction. If need be, the Buyer may compensate the amounts due by the Supplier to the Buyer with the amounts due by the Buyer to the Supplier, in compliance with the legal conditions applicable, if any.

ARTICLE 8- SUPPLIER'S OBLIGATIONS, WARRANTY AND GUARANTEE

8.1 As a professional, it is the Supplier's duty to verify the consistency of the Buyer's requests and to advise it as to the adequacy of the Goods and/or Services regarding the Buyer's objectives.

8.2 The Supplier shall seek for and check all the documents and information necessary to perform its obligations.

8.3 The Supplier, as a professional, bears an obligation of result and bears in that regard the entire responsibility for the Goods and Services, their conception, their manufacturing process, the technical choices to implement for their performance and their adequacy to the usage for which they are intended.

The Supplier warrants that the Goods and Services delivered will be:

- Free from any visible or hidden defect, including but not limited to, defect in design, materials, manufacturing, and workmanship,
 - Fit for the purpose for which they are intended, within the normal conditions of use specified by the Supplier and shall offer the safety reasonably expected of them,
 - Compliant with the Contract and all documents defining the Goods and Services, and more generally, with any legal and regulatory provision in force including but not limited to health and safety issues,
 - In compliance with any environmental rules and regulations in force, including but not limited to, the "REACH" legislation.
 - Comply with all other warranties implied or provided for by law.
- The Supplier shall indemnify the Buyer from any loss, damage, liability or claim, whatever its nature, suffered by the Buyer and shall bear all the consequences that may result therefrom for the Buyer and/or third parties.
- In the event of non compliant Services caused by the Supplier, the Supplier shall remedy the non compliance at its own costs within the reasonable deadlines required by the Buyer. Failing that, the Buyer shall be entitled to have the Services performed by a third party, at Supplier's cost.
- 8.4 Unless otherwise agreed between the parties and in addition to all legal warranties, the Supplier grants to the Buyer a contractual guarantee of two (2) years as from the delivery of the Goods and/or acceptance without any reserve of the Services. The Supplier shall therefore, during all this period, at its own expense and upon demand of the Buyer, maintain, replace and/or adjust the Goods and/or Services, it being understood that this guarantee means that the Supplier shall bear all the costs relating and/or arising from the repair or replacement of the said Goods and/or Services including but not limited to labour, travel and accommodation costs, and, if applicable, reimburse the Buyer for any liabilities it may incur to third parties as a consequence thereof.
- 8.5 The Supplier shall immediately inform the Buyer of any defect it may notice in its Goods and/or Services.

ARTICLE 9- INTELLECTUAL PROPERTY

9.1 Unless otherwise agreed in writing between the Parties, the Buyer shall be the full owner of all the results relating to Goods and Services, as from their creation (hereafter the "Results"). A result is considered as a Result, whether a material element, whether its nature may be under any form whatsoever, including, but not limited to knowledge, experience, know-how, method, tools conception, process, specific component, software, tests, IT development, database, drawings, logos which will result at any moment whatsoever, from the performance of the Services or manufacture of the Goods, protected or not, likely to be protected or not, by an intellectual and/or industrial property right. To that end, the Supplier hereby exclusively assigns to the Buyer, for the legal duration of protection of said rights, without any limitation as to the destination and for the whole world, all industrial and/or intellectual property rights that it may own on the Results. Therefore, the Supplier assigns to the Buyer the exclusive right to apply in its own name for any intellectual and/or industrial property rights likely to protect the Results, including, but not limited to any application for patent, utility model, registered designs, whether such applications are national, regional or international. The Buyer will benefit exclusively of all the rights attached to the intellectual and/or industrial property rights titles that may be delivered and will use them freely.

If need be, in the event the Results would be likely to be protected by copyright, it is agreed that the assigned rights specifically include to the benefit of the Buyer:

- The right to reproduce, have reproduced, represent, have represented, adapt, have adapted, modify, have modified (including for software and database, their evolution and update), translate, have translated, commercialize, have commercialized, the Results, on all existing or future support and by any means,
- The right to use and exploit the Results, either for its own activities or to the benefit of third parties,
- The right to assign all or part of the assigned rights and specifically to grant to any third party any contract for

reproduction, distribution, divulgation, commercialisation, manufacturing, under any form, whatever the support and means may be for free or for a consideration.

The compensation paid to the Supplier for the Goods and Services includes full and final assignment price for the above mentioned rights; the Supplier shall not claim any additional remuneration whatsoever.

In case an assignment of the aforementioned rights is not possible, the Supplier grants the Buyer a free, perpetual, irrevocable, world-wide, sub-licensable and transferable license to exercise such right.

9.2 The Supplier represents and warrants that the Goods or performance of the Services, do not infringe on any intellectual and/or industrial property rights belonging to a third party. The Supplier shall personally ensure the validity of its intellectual and industrial property rights relating to the Goods and Services and shall represent and warrant the free and peaceful use and enjoyment of the Goods and Services. The Supplier shall indemnify the Buyer for all consequences arising from any judicial or extra-judicial claims brought by a third party relating to the Goods and/or Services.

ARTICLE 10- AUDIT

The Buyer may at any time with a five (5) business day prior written notice, sent in writing (by fax, simple letter or e-mail), audit or have the Supplier's premises audited during normal working hours and audit the conditions of manufacture and control of the Goods, conditions of performance of the Services and conformity to any obligation under the Contract. For this purpose, the Supplier will permit free access to its premises and provide necessary personnel. In case of subcontracting, the Supplier shall obtain from its subcontractor a similar undertaking as the one described hereabove, so that the Buyer may audit the subcontractor's premises.

ARTICLE 11- SUPPLIER'S PERSONNEL

11.1 The Supplier's personnel shall always remain under its control. As an employer, the Supplier thus performs the administrative, accounting and social management of its employees who intervene in the supply of the Goods and Services. In all cases, the Supplier shall be solely responsible for its personnel for any reason whatsoever.

11.2 The Supplier warrants it complies with the applicable labour legislation in force specifically regarding the lawful hiring of personnel.

11.3 The Supplier's personnel who may perform Services in the Buyer's premises shall comply with the provisions of all the Buyer's internal rules as well as with the applicable legal provisions in force, specifically relating to hygiene and safety.

ARTICLE 12- SUBCONTRACTING

The Supplier shall not subcontract the Contract, in whole or in part, without the prior written agreement of the Buyer. In all cases, the Supplier shall remain fully liable towards the Buyer, without any reserve, for the performance or non performance of the Contract.

ARTICLE 13- ASSIGNMENT- CHANGE OF CONTROL

13.1 The Contract is entered into in consideration of the Supplier. The Supplier shall not in any case transfer it and/or assign it under any form whatsoever, including by means of capital investment, without the prior written consent of the Buyer.

13.2 The Supplier shall inform the Buyer of any change in control it may be subject to by written notice sent during the month following the change of control. As from the receipt of the notice by the Buyer, the latter will have one month to send a written notice informing the Supplier of the Buyer's intention to terminate the Contract. The Contract termination shall be effective one month after receipt by the Supplier of said letter.

13.3 The Buyer may transfer or assign the Contract, provided it informs the Supplier in writing.

ARTICLE 14- FORCE MAJEURE

14.1 Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or part of the Agreement if such delay or failure is due to Force Majeure. Shall be considered as a Force Majeure, any event beyond the affected Party's control and without fault or negligence from the affected Party, that is to say, this list being exhaustive: natural disasters; fire, flood, sabotage, earthquake, typhoon, explosion, epidemics, insurrection, riot or civil war, embargo (Force Majeure Events). Shall not be considered as Force Majeure Events, the following events: strikes or other labour trouble; breakdown of plant or essential machinery; emergency repair or maintenance; shortage of or inability to obtain material, equipment or transport due to events other than Force Majeure Events. The affected Party shall immediately notify the other Party of the Force Majeure Event and of the obligations, the performance of which is delayed or prevented. The affected Party's obligation to comply with, or perform, its obligations will be suspended to the extent and for the time of the Force Majeure Event. During such a suspension, the affected Party shall take all reasonable steps to avoid or mitigate the effect of it being unable to comply with or perform its obligations under the Contract. The Supplier shall set up a "back-up" plan in order to ensure a continuing supply of the Goods or Services and shall propose to the Buyer an alternative supplier if necessary.

The Buyer will have the right at all times during a Force Majeure Event affecting the Supplier to procure Goods or Services from other suppliers, notwithstanding any other provision of the Contract.

14.2 If the event the Force Majeure Event lasts more than one (1) month, the Contract may be terminated by either Party immediately, without further formalities and without any indemnification being due on either side, by written notice sent to the other Party.

ARTICLE 15- TERMINATION

15.1 Without prejudice to any damages the Buyer may claim, in case the Supplier does not comply with its obligations and does not remedy the breach despite the written request of the Buyer, the Buyer may immediately terminate the Contract without further formalities, by written notice, eight (8) days after receipt by the Supplier of the written notice, requiring the performance of its obligations.

15.2 The Supplier shall return at the latest within five (5) days following the termination date of the Contract, all materials and documentation potentially put at its disposal by the Buyer.

15.3 In case of termination or expiration of the Contract, for any reason whatsoever, Articles 8, 9, 18, 19 and 20 shall remain in full force and effect.

ARTICLE 16- WAIVER

A waiver or delay by one Party to assert any right under the GCP shall not prejudice or affect the assertion of the same right or other rights in the future.

ARTICLE 17- NULLITY OF A CLAUSE

In the event one of the provisions of the GCP is considered null or void, the Parties shall replace it by a provision with the same or similar economic and legal effect and the other provisions shall not be affected and shall continue to have effect in compliance with the Parties' intentions.

ARTICLE 18- CONFIDENTIALITY

18.1 Either Party shall treat as strictly confidential any information concerning the other Party or any other company belonging to the same group, specifically the products or the business which they have been made aware of in the performance of the Contract (specifically price formula, payment conditions). The present confidentiality undertaking shall cover the pre-contractual and contractual periods and shall remain in force for a period of two (2) years as from the termination of the Contract, for any reason whatsoever.

18.2 The Supplier shall not in any case disclose its commercial relationship with the Buyer specifically for promotional or advertising purposes, without the prior written consent of the Buyer.

ARTICLE 19- LIABILITY- INDEMNITY AND INSURANCE

The Supplier shall indemnify and keep indemnified the Buyer against any loss, damage, or injury to the Buyer and from and against any claim in respect of loss, damage or injury made against the Buyer by any third party and any costs and expenses arising in connection therewith, which result from the Supplier's failure to comply with the terms of the Contract (whether negligent or otherwise) or the Supplier's failure to perform and, in particular, which result from any defect in the Goods or Services, or in the material used for their construction or in their workmanship or design and/or which may occur as a result of the performance by the Supplier of its obligations under the Contract.

The Supplier shall subscribe and maintain in force, for the duration of the Contract and of the warranty and guarantee, an insurance policy with a reputable insurance company covering risks and liabilities incurred in the performance of the Contract and the consequences of any default and shall provide, upon the Buyer's first demand, a certificate of insurance including the main coverage and deductibles of the insurance policy. The subscription of such insurance shall not be considered as a limitation of the Supplier's liability.

ARTICLE 20- DISPUTES

The present GCP and the Contract shall be governed by the laws of the Buyer's registered office, except its conflict of law rules. The Parties expressly agree to exclude the application of the Vienna Convention on contracts for the International Sale of Goods (Vienna, 1980).

In the event of a dispute for any cause whatsoever, which cannot be settled out of court between the Parties, the matter shall be referred to the courts of the Buyer's registered office, which shall have jurisdiction, even in the case of a warranty claim, plurality of defendants and supplementary proceedings.

However, in case of emergency, or if there is a risk that the consequences of the dispute are aggravated, or any similar or comparable circumstances, the Buyer reserves the exclusive right to refer any dispute that may arise to the courts and laws of the jurisdiction where the Supplier's registered office is located or where, depending on the case, the Goods are manufactured or Services performed.

ARTICLE 21- CORPORATE SOCIAL RESPONSIBILITY

Dedicated to sustainability and responsible commercial practices, the Buyer has joined the United Nation Global Compact. The Buyer wants its suppliers to set up a corporate policy that will respect the commitments of the United Nation Global Compact by applying in their company and to their own suppliers the ten principles of the Global Compact, which the Supplier undertakes to abide by:

Human Rights:	Businesses should support and respect the protection of internationally proclaimed human rights;
1)	
and	
2)	Make sure that they are not complicit in human rights abuses.
Labour standards:	
3)	
collective bargaining;	Businesses should uphold the freedom of association and the effective recognition of the right to
4)	
5)	The elimination of all forms of forced and compulsory labour;
6)	The effective abolition of child labour; and
7)	The elimination of discrimination in respect of employment and occupation.
Environment:	
8)	Businesses should support a precautionary approach to environmental challenges;
9)	Undertake initiatives to promote greater environmental responsibility; and
10)	Encourage the development and diffusion of environmentally friendly technologies.
Anti-corruption:	
10)	Businesses should work against corruption in all its forms, including extortion and bribery.

ARTICLE 22- MISCELLANEOUS PROVISIONS

22.1 Nothing in the Contract shall have the effect of creating a partnership or agency arrangement between the parties.

22.2 All notices, demands, claims or other communications between the Parties under the Contract shall be made in writing. A written notice shall be provided by mail with proof of delivery in which case notice is effective on the day of receipt.

22.3 A person who is not a party to the Contract shall have no rights under or in connection with the Contract.

22.4 Unless otherwise provided for in the Contract or any other agreement between the parties, all tools, specifications, drawings, samples, or other materials furnished to the Supplier to enable it to undertake the Contract shall remain the property of the Buyer or such other person as the Buyer shall advise (hereafter the "Company Property"). The Supplier shall take all reasonable care of the Company Property and shall bear the risk of loss of and damage to such property, normal wear and tear excepted. The Supplier shall upon the Buyer's request immediately deliver to the Buyer, or as it shall direct, all and any Company Property in its possession or, with the consent of the Buyer, the possession of its sub supplier. The Buyer or its representative shall have the right to enter onto the Supplier's premises at any reasonable time to inspect the Company Property or to take possession of and any remove such property. The Supplier shall use the Company Property only in connection with the Contract and shall not use it in any manner whatsoever for the benefit of the Supplier or any third party without the prior written consent of the Buyer.