

Purchase Order General Terms and Conditions

1. Definitions.

"Goods" means all goods, including documentation, and services provided by Seller under the Order. "Buyer" means Foss Manufacturing Company, LLC (dba Foss Floors), and its affiliates and subsidiaries.

2. Priority.

The Order consists of the following documents, listed in their order of priority in the event of a conflict: any change orders to the Order; the numbered Order; these Terms and Conditions; and any exhibits or schedules incorporated into the Order. Acceptance of the Order is expressly limited to the terms of the Order. Additional or different terms contained in Seller's acceptance shall not become a part of the Order unless expressly agreed to in writing and signed by Buyer.

3. Payment.

Seller shall invoice Buyer for the purchase price as agreed upon at time of sale. Buyer shall pay Seller, upon submission of a proper invoice, the purchase price for Goods delivered and accepted. Buyer may withhold all or part of payment if Buyer disputes Seller's compliance with the terms of the Order. Buyer's payment of this Order is not acceptance of the Goods. The Order number must appear on all invoices, notices and packing materials. Seller's price shall include all taxes, except sales and use taxes. Buyer shall provide Seller with Buyer's direct pay permit or exemption certificate where applicable.

4. Shipment and Delivery.

Seller must comply at Seller's expense with any packing and shipping instructions issued by Buyer. Seller is responsible for loss or damage to the Goods caused by improper packing. Seller is responsible for additional costs caused by Seller's failure to comply with shipping instructions. Seller must give Buyer immediate notice of its anticipated failure to meet the shipment or delivery schedule. If Goods are not shipped or delivered on time, or in the event of any other failure to perform this Order by Seller, Buyer may, at its option, in whole or in part, and without waiving its claim for damages against Seller: (a) cancel the Order; (b) return the Goods to Seller at Seller's expense; (c) keep the Goods; and/or (d) purchase similar goods in the open market, in which case Seller must pay Buyer the amount the price paid exceeds the price contained in the Order. Buyer's retention of Goods is not acceptance of the Goods. In the event that any cancellation by Buyer is determined to be without proper cause, Seller's damages shall be limited to the damages payable under Paragraph 14.

5. Force Majeure.

Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party.

6. Title and Risk of Loss.

Title to and risk of loss of the Goods shall pass to Buyer upon delivery and acceptance of the Goods. Title to the Goods shall be free and clear of all liens and encumbrances.

7. Inspection and Acceptance.

Buyer shall have free access to Seller's and its subsuppliers' facilities for inspection purposes. Upon delivery of the Goods to Buyer's site, Buyer shall promptly inspect the Goods for conformance to the Order. Buyer's inspection or acceptance of the Goods shall not relieve Seller of its obligation to comply with the terms of the Order, or of the design, workmanship or material warranties. Buyer may reject non-conforming Goods at any time at Seller's expense.

8. Warranty.

Seller warrants that the Goods delivered pursuant to the Order shall be free of design, material and workmanship defects, new, and in conformance with the Order. For a period of 12 months from Buyer's first use of the Goods, Seller shall repair or replace, at its expense, including any installation or transportation cost, any defective or non-conforming Goods. Buyer's acceptance of the Goods shall not relieve Seller of its warranty obligations. If Seller fails to correct a defect within a reasonable period of time, or in the event of an emergency, Buyer may repair or replace any defect in warranted Goods at Seller's expense.

9. On-Site Activities.

At any time while Seller is on Buyer's site, Seller shall (a) comply with the workers' compensation and occupational disease law of the state where the services are performed; (b) maintain commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate; (c) maintain commercial general automobile liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 each accident. Policies written on a claims-made basis shall be maintained for five years after performance of the Order is completed. Prior to entering Buyer's site, Seller shall provide Buyer with an acceptable certificate of insurance waiving subrogation against Buyer. The certificate of insurance must state that the insurance carrier has issued the insurance specified, that such policies are in force, and that the insurance carrier will give Buyer 30 days prior written notice of any material change in, or cancellation of, such policies. The insurance required by this section shall include contractual liability insurance covering the obligations under this Order.

10. Compliance with Laws.

Seller agrees that all goods shipped to the Purchaser 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. Purchaser 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, Purchaser shall have the right to immediately terminate this agreement and any other agreements with Seller if it determines that Purchaser is in violation of this section. Seller shall provide Buyer with Material Safety Data Sheets for all applicable materials prior to shipment.

11. Seller Compliance

The Seller agrees to comply with the following: A) Executive Order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1) through (7) of the "Equal Opportunity Clause" and the "Certification of Nonsegregated Facilities", each of which is incorporated herein by reference, B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41 CFR 60-741.4) incorporated herein by reference, C) the Vietnam Era Veterans Readjustment Assistance Act (30 USC §2012) including the applicable parts of the affirmative action clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) incorporated herein by reference, D) Executive Order 13496 "Notification of Employee Rights Under Federal Labor Laws" (29 CFR Part 471, Appendix A to Subpart A) also incorporated herein by reference, E) Seller agrees to comply with all applicable commercial and public anti-bribery laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, F) Seller hereby represents and warrants that neither Seller, nor any persons or entities holding any legal or beneficial interest whatsoever in Seller, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Seller and G) the Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12. Infringement and Confidentiality.

Seller warrants that the purchase or use of the Goods by Buyer will not infringe upon or violate any trademarks, patents, copyrights, trade secrets or other third party property rights. Seller agrees to indemnify and save Buyer harmless from and against any liability or damages, including attorneys' fees, arising out of any alleged infringement or violation. Each party agrees (a) to protect the Confidential Information of the other with at least the same degree of care

used to protect its own most confidential information; (b) not to use (except for the purpose described herein), publish or disclose to third parties such Confidential Information; and (c) upon the request of the other party, to promptly deliver to the other party all written copies of its Confidential Information. "Confidential Information" shall include, but not be limited to, engineering data and the dates of Buyer's outage schedule.

13. Termination.

Buyer may, for its convenience, terminate all or any part of the Order upon notice to Seller. Upon termination, Seller shall immediately stop work on the terminated portion of the Order and shall submit to Buyer an invoice with supporting information setting forth the Order price for the Goods delivered prior to the notice of termination, plus Seller's actual, direct unavoidable costs resulting from the termination, less salvage value. Buyer shall not be liable to Seller for Seller's lost profits on the terminated part of the Order.

14. Indemnification.

(a) IN STATES OTHER THAN GEORGIA, TO THE EXTENT PERMITTED BY LAW, SELLER SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND SAVE BUYER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, BUYER AND REASONABLE ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF THE ORDER, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL CLAIMS AND LIABILITIES, CAUSED BY SELLER, ITS EMPLOYEES OR AGENTS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THE ORDER, EXCEPT THAT SELLER'S OBLIGATION TO INDEMNIFY BUYER SHALL NOT APPLY TO ANY LIABILITIES ARISING FROM BUYER'S SOLE NEGLIGENCE. TO THE EXTENT PROVIDED IN THIS SECTION, SELLER EXPRESSLY AGREES TO INDEMNIFY BUYER FOR BUYER'S ACTS AND OMISSIONS, NEGLIGENT OR OTHERWISE. (b) In Georgia, Seller shall indemnify and save Buyer harmless from any and all costs and expenses, including but not limited to reasonable attorneys' fees and court costs, arising from or relating to injuries, disease or death to persons, or damage to property, including environmental claims and liabilities caused by Seller, its employees or agents, or in any way attributable to the Order. (c) WITH RESPECT TO CLAIMS AGAINST BUYER BY SELLER'S EMPLOYEES, SELLER AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER THE WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION. (d) SELLER SHALL PAY BUYER'S REASONABLE ATTORNEYS' FEES AND ALL COSTS OF LITIGATION ASSOCIATED WITH ENFORCEMENT OF THE OBLIGATION SET FORTH IN THIS SECTION.

15. Limitation of Liability.

Except as expressly provided herein, neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Seller must bring any cause of action arising under this Order within one year from the time the cause of action accrues. The

affiliated and subsidiary companies of Foss Manufacturing Company, LLC, are severally and not jointly liable for obligations arising hereunder.

16. Miscellaneous.

Purchasing documents clearly and completely describe the ordered products including, where applicable: Precise identification, including name, part number, type, class, style, and grade; Title and revision level of relevant standards, specifications, drawings, process requirements, and other such technical data. Seller shall be an independent contractor of Buyer in the performance of this Order. No waiver by either party of any default shall be deemed a waiver of any subsequent default. This Order constitutes the entire agreement of the parties. If any provision of this Order is held to be invalid, such invalidity shall not affect the remaining provisions of this Order. This Order shall be governed by the laws of the State of Georgia.