



Rampart Partitions Terms & Conditions of Sale

1. Contract. These Terms and Conditions are automatically incorporated by reference into any and all quotes issued by Rampart Partitions Inc. (Rampart) Acceptance by Customer of any Rampart quote is expressly limited to these Terms and Conditions and Rampart objects to and rejects any different or additional terms provided in response. In addition, acceptance by Rampart of any Customer purchase order is expressly conditioned on Customer's agreement that its contract with Rampart is controlled by Rampart's quote, along with these Terms and Conditions, such that any additional or different terms provided by Customer are automatically voided, superseded and of no legal force or effect. No prior course of dealings between the parties or usage of trade shall be relevant to supplement or amend these Terms and Conditions. In addition, Customer's acceptance of the product sold to and purchased by Customer (the "Goods") shall be conclusive evidence of Customer's acceptance of these Terms and Conditions. The contract between Rampart and Customer shall consist of: (a) Rampart's quote; (b) these Terms and Conditions; (c) Customer's purchase order, along with any specifications referenced therein, all to the extent accepted by Rampart ("Purchase Order"); (d) Rampart's written acknowledgement, if any, of Customer's Purchase Order; and (e) any other specifications expressly accepted by Rampart in writing (collectively, "Contract"). Any changes to these Terms and Conditions or other portions of the Contract shall not be effective unless expressly included in a Rampart quote, a Rampart order acknowledgement or otherwise in a writing expressly authorized by a Rampart Sales Director, (*Authorized Rampart Signatories*). The term "Rampart" refers solely to the Rampart legal entity that ultimately manufactures and sells the Goods to Customers.

2. Standard Quality Tolerances. Applicable standard quality tolerances in effect at the time of shipment, as specified by Rampart, shall apply to the Goods.

3. Prices; Taxes. Prices are as set forth in Rampart's quote and exclude any federal, provincial, or local sales, excise or use taxes. The prices shall be adjusted to the prices in effect at the time Rampart acknowledges Customer's Purchase Order. If taxes are later imposed on the sale of the Goods, the Customer shall reimburse Rampart promptly on demand. Customer acknowledges and agrees that Rampart does not control raw material costs and shall be allowed to pass through such costs directly to the Customer. If Rampart experiences significant increases in costs in addition to raw material costs

(e.g., energy or transportation costs), it may request a price increase through a written notice to the Customer that includes a reasonably detailed explanation of such increases. If the parties are unable to reach agreement on Rampart's request within thirty (30) days after the date of Rampart's notice, Rampart may elect to terminate its obligations under the Contract for convenience in accordance with the provisions of Section 16.

4. Delivery Date; Partial Shipments. Rampart shall use commercially reasonable efforts to fill Customer's Purchase Order by the estimated shipping date. So long as Rampart engages in such efforts, the Customer shall not be entitled to any damages relating to any Purchase Order not filled by the estimated shipping date. Rampart may fill a Purchase Order through partial shipments, each of which may be separately invoiced.

5. Packing & Shipping. Rampart shall designate commercially reasonable packaging and shipping methods, all at Customer's cost. Unless otherwise agreed in writing by Rampart, Goods to be shipped domestically shall be delivered Free on Board (FOB) Rampart's plant and Goods to be shipped internationally shall be delivered Free Carrier (FCA) (Incoterms® 2010) Rampart's plant. In both instances, Rampart's title to, and risk of loss of, the Goods shall pass to Customer upon receipt by the freight carrier. All shipping weights shall be conclusively determined by Rampart unless Customer provides a timely written objection, along with commercially reasonable supporting documentation.

6. Payment Terms. Customers shall remit payment to Rampart as per the terms listed on the quotation. If Customer fails to pay amounts when due, interest shall accrue at the higher of one and a half percent (1.5%) per month (18% per annum) or the highest amount permitted by applicable law and Rampart may, among other things, impose different payment terms, require additional assurances of due payment, suspend shipment, and cease production. In addition, Customer shall reimburse Rampart on demand for all costs incurred to collect amounts past due including, without limitation, reasonable attorneys' fees, court costs and other collection costs (including any such fees related to any insolvency proceeding involving Customer). Customer grants Rampart a security interest in (a) all Goods, (b) all equipment, develops or constructs for use in the manufacture of Goods for Customer ("*Equipment*"), (c) any proceeds of the Goods and Equipment, and (d) any intellectual property or other rights incorporated therein, until all amounts due to Rampart are paid in full. To perfect Rampart's security interest, Customer (i) shall execute documents reasonably requested from time to time, and (ii) hereby authorizes Rampart to make any filings or recordation in any appropriate jurisdiction.

7. Materials & Equipment. Any materials (e.g., packaging materials, customized labels, etc.) and Equipment furnished by Customer to Rampart will be stored by Rampart to the extent necessary for use in the manufacture of Goods for Customer. All materials and Equipment shall be acquired, developed, or constructed at Customer's sole cost and shall be deemed to be Rampart's property for use in connection with the manufacture of Goods for Customer. If either (a) for a period of at least twelve (12) months from the date of Customer's most recent Purchase Order, Rampart does not receive from Customer acceptable Purchase Orders requiring the use of any such materials or Equipment or (b) immediately if Rampart exercises its right to terminate the Contract pursuant to Section 16 following an uncured breach or default, Rampart may, in its option, elect to either use (including, without limitation, for other customers of Rampart) or dispose of such materials or Equipment without liability or obligation to Customer. Rampart may, but shall not be required to, send written notice to Customer prior to using or disposing of such materials or Equipment as provided in the preceding sentence.

8. Customer Cooperation. Customer acknowledges and agrees that Rampart shall manufacture the Goods based on specifications, designs and other requirements that Customer provides. In the event any such requirements require modification for the proper manufacturing, Customer shall reasonably cooperate with Rampart in order to allow Rampart to complete its manufacturing.

9. Limited Warranty & Disclaimer. Rampart warrants Goods sold by it will be free for one (1) year after delivery from defects in material and workmanship and shall conform to any samples and specifications expressly agreed to in this Agreement. However, Rampart does not warrant that finishes, fabrics or any other coverings will conform to any samples or facsimiles thereof as such samples or facsimiles are expressly agreed by Buyer to constitute only approximate representations of color and overall appearance and do not constitute a basis for Buyer's entering into this Agreement. In respect to any C.O.M or C.O.V. incorporated into any Goods pursuant to this Agreement, Rampart makes no warranty, express or implied, including those of merchantability or fitness for any purpose. If any of the Goods warranted there under are found by Rampart to be defective, then at Rampart's option (1) such Goods either will be replaced or repaired at Rampart's cost, or (2) Buyer's purchase price will be refunded or credited. The parties to this Agreement expressly agree that Buyer's sole and exclusive remedy against Rampart shall be for the repair or replacement of defective Goods, or for refund or creditor Purchase Price, as provided herein. The sole purpose of the stipulated exclusive remedy shall be to provide the

Buyer with free repair and replacement of defective Goods, or refund or credit of Purchase Price, in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Rampart is willing and able to repair or replace defective Goods or refund or credit Purchase price in the prescribed manner.

No affirmation of Rampart, by words, samples or action, other than as set forth in this section and no other terms or condition of this Agreement shall constitute a warranty. This warranty does not cover labor, freight, or other costs or expenses to remove or install any defective, repaired, replaced, or returned Goods. Rampart's warranty does not apply to any Goods subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Rampart or one of Rampart's authorized agents. Any warranty claim shall be brought within one year from delivery date or substantial completion date as clearly outlined in the project documents. Buyer shall provide Rampart reasonable and prompt opportunity to investigate any claimed breach of warranty and to examine any Goods claimed defective.

Limitation of Liability

Rampart's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its Goods shall be limited to repairing or replacing Goods found by Rampart to be defective, or, at Rampart's option, to refunding or crediting to Buyer the Purchase Price of such Goods. In no event shall Rampart's liability exceed the Purchase Price paid for the Goods. At Rampart's request, Buyer will send, at Buyer's sole expense, any allegedly defective Goods to the plant of Rampart, which manufactured them. Rampart will not accept the return of any Goods without its prior written consent. Further, limitations in warranty coverage are set forth in Warranty section above.

General Conditions

No agent, dealer, salesperson or other party other than an officer of Rampart is authorized to bind Rampart by any agreement, warranty, statement, promise or understanding not expressed in this Agreement.

Any Rampart clerical errors are subject to correction by Rampart. No delay or omission by Rampart in exercising any right or remedy provided for herein shall constitute a waiver of such rights or remedy or be construed as a bar to, or a waiver of, any such right or remedy on any future occasion. This Agreement and the sale of Goods or Services pursuant hereto have been entered pursuant to and shall be governed by the laws of the province of Quebec, Canada, for the Goods and Services to be

provided by Rampart Partitions Inc. This contract shall be binding upon and shall inure to the benefit of all representatives, trustees, successors, and permitted assigns of Buyer and Rampart. This warranty is valid only upon receipt of full payment.

10. Waiver of Consequential Damages; Liability Cap. IN NO EVENT SHALL RAMPART BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RELATING TO THE GOODS INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS, COSTS OF DELAYS OR DOWN TIME, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, NOR SHALL RAMPART'S LIABILITY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER UNDER THE RELEVANT PURCHASE ORDER. Except for any nonpayment by Customer, any claim arising out of the Contract must be made within one (1) year from the date of delivery. The provisions of this Section 11 shall survive the completion of performance under, or the earlier termination of, the Contract.

11. Compliance with Laws; Government Contracts. Although Rampart shall comply with applicable laws at the location of its manufacture of the Goods, it shall not be obligated to comply with any laws, ordinances, codes, orders, rules and regulations relating to the design, production, sale, or distribution of the end product into which the Goods are incorporated, nor any aspect of the Goods for which Rampart is not responsible, all of which shall be Customer's responsibility. In addition, the parties shall be responsible for fulfilling their respective obligations under anti-bribery laws such as the Foreign Corrupt Practices Act (FCPA), export control laws such as the U.S. Department of State International Traffic in Arms Regulations (ITAR) and the U.S. Department of Commerce Export Administration Regulations (EAR), and national security laws such as the U.S. Department of Treasury Office of Foreign Assets Control Regulations (OFAC), as well related rules and regulations, each as amended from time to time, and similar Canadian legislation including, but not limited to, the Corruption of Foreign Public Officials Act, the Export Control List and sanctions against various countries, each as amended from time to time.

12. Force Majeure. Notwithstanding anything to the contrary in the Contract, neither party shall be liable for delays in the performance of its obligations caused by accidents, labor disputes, embargoes, shortages of labor or materials, acts of God or other events beyond such party's reasonable control. In the event of force majeure or some other unforeseen event beyond a party's control which, in its good faith opinion, makes it impossible or impracticable for such party to perform its obligations within the time frames required

under the Contract, such party shall provide the remaining party with written notice as soon as reasonably practicable following such event, which notice shall identify the nature of the event, the anticipated duration and the probable effect thereof in reasonable detail.

13. Defaults. If either party believes the other is in default or breach of any duty or obligation under the Contract, the party shall send written notice thereof to the remaining party. The defaulting party shall have ten (10) days after delivery of such notice to cure any monetary defaults and shall have twenty (20) days after delivery of such notice to cure any non-monetary defaults. Notwithstanding the foregoing, if a non-monetary default, by its nature, cannot reasonably be cured within such a 20-day period, such period shall be extended so long as the defaulting party is diligently prosecuting such cure to completion. If the defaulting party fails to remedy the default within the foregoing cure periods, then the non-defaulting party may immediately terminate the Contract upon written notice to the defaulting party and pursue any and all remedies available at law or in equity. To the extent it exercises these rights, Rampart may: (a) declare all amounts owing from Customer immediately due and payable and demand cash payment with respect to all or part of any Purchase Order; (b) exercise any rights or remedies of a secured party under the Uniform Commercial Code with respect to any of Customer's Goods or Equipment in its possession; and (c) exercise any other remedy at law or equity to which Rampart is entitled under applicable law

14. Termination. Either party shall have the right to terminate the Contract for convenience upon sixty (60) days' advance written notice. In addition, Customer may terminate any particular Purchase Order if it provides Rampart with at least ten (10) days' prior written notice. Any termination by Customer of the Contract or any Purchase Order shall also require it to reimburse Rampart for any and all damages reasonably incurred by Rampart in connection with its performance in filling Customer's Purchase Orders as of its receipt of the notice including, without limitation, any finished goods, safety stock, work in progress, raw materials and anticipated profit margin. Further, Rampart, in its sole discretion, may immediately terminate any particular Purchase Order or the Contract immediately by written notice to Customer, without liability or further obligation, if: (a) Customer breaches its obligations under the Contract and fails to cure this breach within the time period set forth in Section 15; (b) Customer fails or refuses to furnish Rampart with such information and assurances as Rampart may reasonably request about the drawings and Goods, as well as Customer's financial condition; or (c) to the extent permitted by law, in the event of (i) Customer's insolvency or impairment of Customer's financial

condition (as determined by Rampart in its reasonable discretion), (ii) the filing of a voluntary or involuntary petition in bankruptcy by or against Customer, (iii) the appointment of a receiver or trustee for all or substantially all of Customer's assets, or for Customer generally, (iv) Customer's execution of an assignment for the benefit of creditors, or (v) a comparable event occurring by or against Customer. The provisions of Sections 1, 3, 5-7, 10-13, 15, and 17-23 shall survive the completion of performance under, or earlier termination of, the Contract.

15. Intellectual Property; Confidentiality. All drawings, prints, Equipment, resulting products, trade secrets and other confidential information provided by either party to the other including, without limitation, the Contract (collectively, the "Confidential Information") shall be used for the sole and exclusive purpose of allowing each other to do business together and shall remain the property of the party disclosing such Confidential Information. Notwithstanding anything to the contrary, any work product and intellectual property relating to the manufacturing or processing of the Goods shall remain the exclusive property of Rampart, even if developed after the parties begin doing business together. Customer represents and warrants that it has the right to use Confidential Information it provides to Rampart, that such Confidential Information does not infringe on the intellectual property rights of others and shall promptly notify Rampart in writing as soon as it learns of any actual or alleged infringement. Customer hereby provides a limited license to Rampart with respect to any Confidential Information provided to Rampart in connection with the acquisition, development, or construction for use of Equipment in the manufacture of Goods for Customer or the manufacture of Goods for Customer and such license shall continue until the later of Rampart's completion of manufacture of Goods for Customer or Rampart's continued use of the Equipment pursuant to Section 7. The receiving party shall keep the Confidential Information confidential and shall not copy, exhibit or disclose it unless: (a) it obtains the prior written consent of the disclosing party; (b) such disclosure is required in order to perform the receiving party's obligations, or to enforce the receiving party's rights, under the Contract; or (c) such disclosure is required by applicable law or by legal, judicial, administrative or regulatory process, provided that the receiving party, to the extent not prohibited by applicable law or the relevant authority, promptly notifies the disclosing party so that it may, if it so elects, seek a protective order or other appropriate relief, in which case the receiving party shall reasonably assist and cooperate with the disclosing party. Except as otherwise expressly provided herein, the provisions of this Section 17 shall survive two (2) years from the completion of performance under, or earlier termination of, the Contract or the expiration of any

trade secrets included within the Confidential Information, whichever is longer.

16. Indemnification. Customer shall defend, indemnify and hold harmless Rampart from and against any and all claims, losses, damages, liabilities, costs and expenses including, without limitation, reasonable attorneys' fees, arising out of or relating to Customer's design of the Goods, the end use or ultimate purpose of the Goods, third party claims relating to the Goods (to the extent arising from Customer's acts or omissions) or Customer's breach of its obligations under the Contract.

17. Notices. All notices under the Contract shall be in writing and shall be deemed to have been duly delivered if sent by certified mail, return receipt requested, by nationally recognized commercial overnight courier or by facsimile (so long as a copy is contemporaneously sent through one of the alternate means specified in this Section 18), addressed to Customer at its address listed in its Purchase Order and addressed to Rampart at its address listed in its quote, provided that a copy is also sent to Rampart Partitions Inc., 1305 rue Industrielle, La Prairie Québec J5R 2E4 , Attn.: Legal Department. Each party may, from time to time, change its address for purposes of providing notice hereunder by delivering written notice thereof in accordance with the foregoing provisions.

18. Choice of Law; Choice of Forum; Severability. The Contract shall be governed by and construed in accordance with the laws of the Province of Quebec without regard to conflict of law principles. In addition, the parties expressly exclude and waive the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (Vienna Sales Convention), as amended from time to time. All disputes shall be brought in the provincial and federal courts located in Montreal, Quebec, unless Rampart elects to bring an action against Customer in another court of competent jurisdiction. If anything in the Contract is held invalid, the invalid portion shall be severable from, and shall not in any way affect, the remainder of the Contract.

19. Entire Agreement; Modifications; Non-Waiver. The Contract constitutes the entire agreement between the parties relating to the subject matter hereof and any prior agreements, whether verbal or written, have been superseded, merged, and integrated into the Contract, except for any confidentiality agreement between the parties, which shall remain in effect to the extent not in conflict with the Contract. The Contract will supersede and have precedence over any terms and conditions contained in any other forms submitted by Customer even though Rampart may (without waiving its rights under this provision) provide services to Customer in response to the same. Any modifications or

amendments to the Contract may only be made by a mutually executed written amendment, provided that Rampart shall only be bound by amendments executed by Authorized Rampart Signatories. No failure or delay by either party in exercising any right or remedy under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy, nor shall the waiver of any breach be deemed to be a waiver of any subsequent breach.

20. Independent Contractor; Successors & Assigns. Both parties acknowledge and agree that the parties are independent contractors and neither party has the authority to bind or make any commitment on behalf of the other. The Contract shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the remaining party, although Rampart may engage in such an assignment to any of its subsidiaries or affiliates without Customer's consent.

21. No Third-Party Beneficiaries. The Contract is for the sole benefit of and binding upon the parties and their successors and permitted assigns; and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal right or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract.

22. Language. Each Customer who is a resident of Quebec agrees that it is such Customer's desire that these Terms and Conditions, along with all agreements and all other documents relating thereto, be written in the English language only. *Chaque client résident du Québec a qu'il est de sa volonté que les présentes, de même que toutes les ententes et tous les autres documents s'y rattachant, soient rédigés en anglais seulement.*