

General business terms and conditions of Lenzinger Sons Ltd. for supplies from the Raised Access Floors Division

Lenzinger Sons Ltd. (hereinafter: Supplier) shall sell Purchaser its products from the Raised Access Floors Division according to the following General Business Terms and Conditions. Any purchase by Purchaser of products from the Raised Access Floors Division shall constitute acknowledgment of the validity of these General Business Terms and Conditions.

The following General Business Terms and Conditions shall be applicable for supplies of components, products and spare parts from the Raised Access Floors Division. Should Supplier also undertake installation of the supplies, the terms and conditions agreed separately for this purpose shall apply. Supplier shall have the right at any time to amend or supplement these General Business Terms and Conditions, including any and all Attachments that may exist. Contracts entered into before then shall be processed according to the General Business Terms and Conditions that were still valid at the time.

1. Entry into a contract

- 1.1 Bids that do not contain an acceptance or expiration deadline shall be non-binding.
- 1.2 The contract shall be entered into
 - a) as soon as it has been confirmed by both parties in writing by letter or fax and the respective other party to the contract has been so notified,
 - or
 - b) as soon as the order confirmation has been sent by letter or fax from Supplier to Purchaser and has arrived there.
- 1.3 Unless otherwise provided in these General Business Terms and Conditions, the provisions of the Swiss Law of Obligations in Art. 363 et seq. concerning contracts for work and services shall be applicable to the contract entered into between the parties. Differently worded terms and conditions of Purchaser shall be applicable only if Supplier has accepted them in writing.
- 1.4 Amendments to the contract and these General Business Terms and Conditions shall require Purchaser's written confirmation.
- 1.5 Should any provision of this contract prove to be completely or partly ineffective, that provision shall be replaced by a new provision that most closely approaches the legal and economic intent of the invalid provision.

2. Prices

- 2.1 Unless otherwise expressly mentioned, the prices in the product documentation shall apply to the respective illustrated and described articles. Supplier reserves the right to adjust the prices. The prices agreed on an individual basis shall apply for the contract.
- 2.2 Unless otherwise agreed, the prices shall be calculated ex works CH-8610 Uster, not including taxes, without packaging, in Swiss francs, without any kind of discount. Packaging, postage and freight costs shall be billed separately.

- 2.3 Purchaser shall assume all kinds of taxes, duties, fees, insurance premiums, authorization costs, customs duties and the like that are levied in connection with the contract. If Supplier has furnished such payments, Purchaser shall reimburse it upon appropriate proof.
- 2.4 If payments according to No. II 2-3 are included in the price by special agreement, Supplier reserves the right to adjust the rates to reflect any changes in tariffs.

3. Payment terms and conditions

- 3.1 Unless otherwise agreed, all invoices, including invoices for partial deliveries, shall be payable in Swiss francs and shall be settled within 30 days without discounts.
- 3.2 Set-off with counterclaims of Purchaser shall be excluded.
- 3.3 Claims lodged by Purchaser on the basis of warranties or asserted defects shall not exempt it from the payment obligation.
- 3.4 If the payments are not made as required by the contract, Supplier shall have the right to proceed in accordance with the Swiss Law of Obligations, including, among other options, insisting on the contract or withdrawing from the contract, and demanding damages in both cases.
- 3.5 Should Purchaser not meet the agreed payment deadlines, it shall pay interest at a rate of 7% per year, beginning from the agreed due date, and shall do so without being reminded.

4. Retention of title

- 4.1 Supplier shall remain the owner of the delivered objects until it has received payments in full as required by the contract. Purchaser shall empower Supplier to record an entry in the Title Retention Register according to Art. 715 of the Swiss Civil Code, effective the date of entry into the contract.
- 4.2 Any commingling and processing shall result in joint ownership of the new product.
- 4.3 Purchaser shall be obligated to handle the sold object carefully and to follow the instructions for use enclosed by Supplier.
- 4.4 Purchaser shall not be permitted disposing power over the delivered objects as long as retention of title exists. In particular, it shall not be permitted to sell, lease or mortgage such objects.
- 4.5 Supplier shall be entitled to assert its ownership right by repossessing the delivered goods if the agreed payment terms and conditions are not met. Any additional activities and forwarding costs that result shall be charged to Purchaser.

5. Delivery

- 5.1 Purchaser shall be entitled to demand compensation for delayed delivery more than 14 days late, provided the delay was demonstrably the fault of Supplier and Purchaser is able to prove detriment due to the delay. Supplier's liability shall be limited to at most 500.00 Swiss francs per delivery. Further rights of Purchaser based on delayed performance shall be excluded under all titles.
- 5.2 The delivery period shall be reasonably extended:
 - a) if Purchaser has not provided Supplier in timely manner with the information needed for the delivery or has modified such information,

- b) if hindrances beyond the control of Supplier transpire, such as epidemics, war, strike, damage due to forces of nature, accidents, delayed delivery of raw material, official actions, etc.,
 - c) if Purchaser is in arrears with its payments.
- 5.3 Rights of risk and use shall convey to Purchaser upon dispatch of the supplies ex works, even in the case of transportation by Supplier or its auxiliary person.

6. Warranty and notice of defects

- 6.1 Purchaser shall have to inspect the supplies and services immediately after arrival and to notify Supplier immediately in writing of any defects that still exist. Should it neglect to do so, the supplies and services shall be deemed to be approved.
- 6.2 The warranty period shall be 12 months. It shall begin with dispatch of the supply from Supplier's works. The warranty shall expire early if Purchaser or third parties permit improper changes or repairs to be made or if Purchaser, in the event that a defect has developed, does not immediately take all appropriate measures to minimize the damage and give Supplier the opportunity to remedy the defect.
- 6.3 Supplier shall warrant those characteristics of the supplies and services that are expressly designated as such in the order confirmation or in the documents delivered to Purchaser in connection with the present entry into the contract. The right to make adjustments and changes to reflect the latest state of the art shall be expressly reserved. Purchaser shall have to prove to Supplier the deviation from the warranted characteristics. If the definitive characteristics are not satisfied or are satisfied only in part, Purchaser shall first be entitled to demand repair by Supplier. For this purpose, Purchaser shall have to give Supplier the necessary time and opportunity by setting a deadline at least two times. Repairs shall be made in Supplier's works. Transportation thereto and return transportation as well as all associated costs for installation and removal shall be assumed by Purchaser. If the repair is disproportionate relative to the purchase price, Supplier shall be entitled to request an abatement of the purchase price instead of repair. If the supply is so unusable that it cannot be used in the manner intended, Purchaser shall be entitled to request cancellation of the contract. In such a case, Supplier shall be obligated only to return the payment already received from Purchaser.
- 6.4 The only assured characteristics shall be those expressly designated as such in parts of the contract. They shall be valid at the longest until expiration of the warranty period. The Warranty Regulations shall be applicable to inspection, notice of complaint, burden of proof and liability.
- 6.5 In each case, detriment resulting from natural wear, defective maintenance, harmful climatic conditions, disregard for operating procedures, excessive stress and strain, unsuitable operating equipment, chemical or electrolytic influences, construction or installation tasks not performed by Supplier as well as other reasons not attributable to Supplier shall be excluded from the warranty and Supplier's liability.
- 6.6 Purchaser shall not have any rights and claims based on warranties and assurances other than those expressly mentioned in No. VI of these General Business Terms and Conditions.

- 6.7 For consulting and violation of subsidiary obligations of any kind, Supplier shall be liable only in the case of intent and gross negligence, and then only for at most up to the amount of the purchase price.

7. Confidentiality and special circumstances

- 7.1 Each party to the contract shall reserve all rights to drawings and technical documents that it has handed over to the other party.
- 7.2 Both parties shall be obligated to refrain from making documents handed over to them accessible either in their entirety or in part to third parties and from using such documents outside the purpose for which they are intended as specified by the contract.
- 7.3 Prior to entry into the contract, Purchaser shall make Supplier aware of special circumstances at the point of use of the supply, especially of legal or official regulations, including safety regulations, to be observed in fulfillment of the contract.

8. Court jurisdiction and applicable law

- 8.1 Court jurisdiction shall lie exclusively with Zurich Commercial Court, with the following exception: Supplier shall also be entitled to file against Purchaser in its domicile.
- 8.2 Legal relationships that exist between Purchaser and Supplier and that are subject to these General Business Terms and Conditions shall be governed by Swiss Law. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall not be applicable.

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