



DEALER AGREEMENT

TERMS AND CONDITIONS (V092509)

Exclusive Application of Terms and Conditions. These terms and conditions apply to all sales and related dealings between you, the customer (“Buyer”), and ASSA Group, Inc., also known as Enwork, a Michigan corporation (“Seller”). No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Buyer, shall be binding upon Seller unless agreed to in writing signed by an authorized officer of Seller, and Seller expressly rejects all such additional or contrary terms as may be contained in Buyer’s documents. Seller’s performance is conditioned on Buyer’s unmodified consent exclusively to these Terms and Conditions. **BUYER’S ACCEPTANCE OF ANY TENDER OF DELIVERY CONSTITUTES ACCEPTANCE OF ALL OF THESE TERMS AND CONDITIONS.**

Price, Payment & Delivery. All prices are those indicated on this document or a separate term sheet incorporated by reference. If pricing is based on Buyer purchasing a certain quantity of goods and Buyer subsequently reduces the quantity purchased, whether by return, cancellation or otherwise, the pricing will be adjusted based on the amount actually purchased. The price and terms of this Agreement are confidential and Buyer shall not disclose them to any person or entity without Seller’s written consent, other than to essential personnel. Seller reserves the right at any time to demand payment in advance of shipment if the Seller has reason to believe the Buyer cannot or will not pay. Prices are subject to change at any time prior to Buyer’s order and Seller’s acknowledgement. Prices do not include handling or taxes, and Buyer is responsible to pay all taxes of any type or kind regardless of whether collected by Seller. The purchase price is due and payable 30 calendar days from the date of invoice or the date of delivery, whichever is sooner. Seller may refuse to ship when Buyer is in default under this Agreement or any other agreement between the parties. Any payments not timely received by Seller will accrue interest at a rate of 1_% per month, unless not permitted by law, in which case the interest charge shall be the highest rate permitted by law. In order to ensure payment, and in addition to all security interests granted by operation of law, Buyer grants Seller a security interest in all items sold pursuant to this Agreement and agrees to allow Seller to sign all documents allowing Seller to perfect this security interest. In the event that such items could be deemed to be inventory, Buyer agrees to allow Seller to do all things necessary to perfect its security interest including, but not limited to, notifying existing secured parties and filing a financing statement prior to delivery of the goods. If any payment required under this Agreement is past due, Buyer shall be in default and Seller may exercise all of its legal rights and remedies, including those set forth in Articles 2 and/or 9 of the Uniform Commercial Code. Delivery is F.O.B. Seller’s point of shipment. Title passes on Seller’s delivery to the carrier. Delivery dates are estimates only, and Seller is not responsible for any delays of any type or kind. Either party may terminate this agreement by 30 day advanced written notice. Parties will remain liable for commitments made prior to termination notice. If this Agreement is placed in the hands of an attorney for collection of any amounts due, Buyer shall pay all of Seller’s actual attorney’s fees and costs of collection. Seller will be notified prior to placement with an attorney and have 10 business days to correct the default.

Exclusive Warranty. Seller only warrants that the goods shall be free from defects in labor or material for a period of ten (10) years (five (5) years in the case of glides, casters, locks and drawer slides) from the date of shipment as long as the original end user owns it; this warranty is not transferable. This warranty excludes misuse, abuse, and ordinary wear and tear. This is Seller’s sole and exclusive warranty, and Buyer waives all others. Seller’s warranty in this Agreement shall not apply to damage caused under the following circumstances: (a) damage caused during shipping (this will be handled under separate terms); (b) modifications or attachments to the product that are not Enwork approved; (c) products that were not installed, used or maintained in accordance with product instructions of Enwork or Panel Supplier; (d) products used for rental purpose; or (e) damage caused by misapplication of cleaning product. If a product is damaged Seller

may, at its option, permit the Buyer to repair the item, in which case, Seller will issue a credit to Buyer in accordance with Seller's repair allowance schedule.

Warranty Disclaimer. SELLER EXPRESSLY AND UNCONDITIONALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, OR WARRANTIES BASED ON ORAL REPRESENTATIONS FROM SELLER'S PERSONNEL OR AGENTS, AFFIRMATIONS, MODELS, DRAWINGS, SAMPLES, PROMOTIONAL LITERATURE WHETHER IN PRINT, ON THE INTERNET OR IN ANY OTHER FORMAT OR MEDIA.

Limitation of Liability. SELLER'S MAXIMUM CUMULATIVE LIABILITY TO BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS CLAIMED DEFECTIVE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST GOODWILL, RELATING TO THE GOODS SOLD HERUNDER, THEIR INSTALLATION OR USE, WHETHER IN CONTRACT, TORT PURSUANT TO STATUTE OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Responsibility. Buyer shall be responsible for all claims of any type or kind for personal injury or property damage, including all costs and attorneys fees, arising from products that were not installed, used or maintained in accordance with product instructions of Enwork or the panel supplier.

No Design or other services provided. This agreement involves the sale of goods only. Buyer does not hire Seller to perform any design services or for the production of any drawing or other media relative to the goods sold pursuant to this Agreement or Buyer's end product. To the extent that Seller offers any advice or produces any drawings or other media, Seller does so as a courtesy to the Buyer and Buyer agrees that it will not rely on such advice, drawing or other media and Seller shall not be liable for any matter arising from such advice, drawings or other media. Buyer shall have no recourse against Seller for any services of any type or kind. Buyer shall be solely and exclusively responsible for use and/or installation of all items purchased herein. The items sold herein are based on Buyer's descriptions and Buyer bears sole responsibility for ensuring that the products sold meet Buyer's needs and expectations and are suitable for Buyer's intended use. Seller is not responsible for Buyer's inaccurate or inadequate design or Buyer's furnishing of incorrect information.

Correction of Errors. Seller shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement or any term sheet or invoice.

Disputes. All disputes of any type or kind, shall be determined by a court of competent jurisdiction which is situated in Kent County, Michigan. Buyer irrevocably consents to such exclusive venue and jurisdiction.

Miscellaneous. Buyer shall not assign any rights under this Agreement without the prior written consent of Seller. Failure to exercise any rights under this Agreement shall not constitute a waiver and a waiver on one occasion will not constitute a waiver of the same item on any subsequent occasion. No waiver or amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. Paragraph headings are for reference only and are of no legal force or effect. All notices shall be provided to the addresses set forth in this Agreement and if none is provided, to the party's resident agent in the state of incorporation or organization. This Agreement shall be governed by the law of the State of Michigan without regard to any conflicts of law principles. Wherever possible, all terms shall be interpreted consistently. In the event of a conflict with regard to price, payment terms or delivery, the typed provisions on a separate or attached term sheet shall control over the printed provisions on this Agreement. For any other

conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. Seller reserves the right to correct any typographical errors anywhere in this Agreement. A facsimile signature or a legally valid electronic substitute for a signature shall bind Buyer. If any provisions are determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

Entire Agreement. This is the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement and all negotiations and representations, if any, made prior to the execution of this Agreement are merged into this Agreement. Seller shall not be bound by any agent's or employee's representations, promises, or inducements not set forth in this writing unless such representation, promise or inducement is set forth in writing, dated subsequent to this Agreement, and signed by an authorized officer of Seller.