



## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### 1. Applicability.

(a) This GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES (the "Terms") contains the only terms which govern the purchase of the goods (the "Goods") and services (the "Services") by Tarkett USA Inc. or its Affiliates (collectively, "Buyer") from the seller named on the Purchase Order ("Seller"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The acceptance of any Purchase Order or the commencement of any work or the performance of any Services hereunder shall constitute unconditional and unqualified acceptance by the Seller of the Purchase Order, Statement of Work, Specifications (if any), and the Terms as part of the contract between the parties (collectively, the "Agreement").

(c) Subject to Section 1(a) above, this Agreement is the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms, even if Buyer did not expressly oppose them. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

### 2. Delivery of Goods and Performance of Services.

(a) The acceptance of the Purchase Order by the Seller shall be made through a written order acknowledgement of receipt which shall not contain any reservations or modifications of the Buyer's Terms or to the contents of the Purchase Order (hereafter "AR") within a maximum deadline of five (5) calendar days from the date of the Purchase Order. Provided that Buyer has not received Seller's AR, Buyer may terminate any Purchase Order by written or email notification to the Seller, with immediate effect, at any time, without any particular formality and without any liability on the part of the Buyer.

(b) Seller shall deliver the Goods and/or Services pursuant to the quantity, quality, performance levels and on the date(s) specified in the Purchase Order (the "Delivery Date"). If the Parties have agreed on a reference or standard in the form of a sample or otherwise, the Goods/Services delivered shall strictly comply with this reference or standard. The Seller shall determine and implement all necessary resources in personnel and materials to ensure timely and accurate performance of its obligations.

(c) Unless otherwise agreed to in writing and signed by both parties, Delivery Date(s) are an essential part of the Purchase Order and must be strictly complied with, if no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's

failure to deliver the Goods on the Delivery Date. If the Buyer terminates the Agreement, Buyer is entitled to demand damages in lieu of the performance of Seller's obligations pursuant to the Agreement. These damages include, but are not limited to, the purchase price for the Goods ordered from another supplier or for the Services performed by another supplier.

(d) Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Any damage to the Goods resulting from inappropriate packaging shall be charged to the Seller. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and sole expense.

(e) Seller shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth herein.

(f) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

(g) The Buyer may request a delay in the delivery of Goods or Services by providing written notice to the Seller at least ten (10) days prior to the scheduled delivery date. Upon receiving such notice, the Seller shall, to the extent reasonably practicable, accommodate the Buyer's request for a delay. The Buyer shall be responsible for any additional costs incurred by the Seller as a result of the delay, including but not limited to storage or handling fees, unless otherwise agreed in writing.

(h) In the event of any shortage of goods or services, the Seller shall give priority to the Buyer's orders over those of other customers. The Seller shall allocate available inventory or resources to the Buyer in proportion to the Buyer's order quantity, as reasonably determined by the Seller, unless otherwise agreed in writing by the parties. The Seller shall promptly notify the Buyer of any such shortage and shall provide an estimated delivery schedule, making commercially reasonable efforts to minimize any delay.

3. Most Favored Customer. Seller represents, warrants, and agrees that the charges paid by Buyer will at all times be no higher than the charges currently being paid for similar products by any other customer of Seller. Seller shall equitably adjust all charges payable by Buyer in order to comply with this Section 3. Upon Buyer's reasonably request, Seller's chief financial officer shall certify in writing to Buyer that Seller is in compliance with this Section and shall provide all information that Buyer reasonably requests in order to verify such compliance. In the event Buyer finds a third party willing to sell a like product to Buyer at a price lower than the price being paid to Seller hereunder, then Buyer shall notify Seller of such lower price and Seller shall have ten (10) business days to meet such lower price. In the event Seller fails to meet such lower price within ten (10) business days, then Buyer shall have the option to terminate the applicable purchase order immediately with no further liability hereunder by providing written or email notice of such termination to Seller.

4. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all insufficient or excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. Shipping Terms. Delivery shall be made in accordance with the terms of the applicable Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

6. Title and Risk of Loss. 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 Seller shall not seek to apply any reservation of title clause, unless the Buyer has expressly approved such in writing. The Seller 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. The risk and title in any Goods rejected or not delivered to the Buyer shall revert to or remain with the Seller upon notification of the rejection. Neither the Seller, its supplier nor any other third parties shall have a lien on any Goods which have vested in the Buyer for any sum due to the Seller, its suppliers or any other third party.

7. Inspection and Rejection of Nonconforming Goods. Buyer has the right to (i) inspect the Goods on or after the Delivery Date and (ii) verify the performance of Services after completion by the Seller. Buyer, at its sole option, may inspect all or a sample of the Goods and/or Services, and may reject all or any portion thereof if nonconformity or defect is discovered. If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, effective immediately upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; (c) reject the Goods and require replacement of the rejected Goods; or (d) reject the Services and require Seller to perform Services in accordance with the terms of the Agreement. No payment shall be due by the Buyer to the Seller for refused Goods and/or Services. If Buyer requires replacement of the Goods, Seller shall, at its expense, (i) take back the refused Goods within eight (8) days of the refusal notification and (ii) promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to comply with Section 7(i) then Buyer may send back the Goods to the Seller, at the cost and risk of the Seller. Buyer may also at its option destroy or dispose of the Goods. If Seller fails to deliver replacement Goods within five (5) business days from the date of refusal, Buyer may replace such non-conforming Goods with Goods from a third party seller and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 22. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

8. Acceptance. 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

9. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "Price"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase

in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of Services or delivery of Goods and only in accordance with these Terms. Each invoice shall correspond to one Purchase Order and shall be issued (a) upon the delivery date of the Goods or (b) definitive completion date of the Services, whichever applies. When a payment is linked to a certain phase in the Services or manufacture/delivery of Goods, the corresponding invoice shall be subject to the complete and effective performance of such phase. All incomplete or improperly submitted invoice will be sent back unpaid to the Seller. Buyer shall pay all correctly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and made by ACH. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

11. Seller's Obligations Regarding Goods and/or Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer.

12. Change Orders for Services. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Services. Seller shall within five days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement.

13. Seller's Representations, Warranties and Covenants.

(a) Seller represents, warrants and covenants to Buyer that all Goods and/or Services will:

- (i) be free from any defects including but not limited to defects in manufacture, workmanship, material and design;
- (ii) conform to applicable Purchase Order, specifications, drawings, designs, samples and other requirements specified by Buyer;
- (iii) performed in a workmanlike manner;
- (iv) be fit for their intended purpose and operate as intended and shall offer the safety reasonably expected of them;
- (v) be merchantable;
- (vi) be free and clear of all liens, security interests or other encumbrances;
- (vii) not infringe or misappropriate any third party's patent or other intellectual property rights;
- (viii) comply with any environmental rules and regulations in force, including but not limited to, the "REACH" legislation;
- (ix) comply with all other warranties implied or provided for by law, and
- (x) 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.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

(b) Unless otherwise agreed between the parties and in addition to all legal warranties, the Seller grants to the Buyer a contractual guarantee of two (2) years from the delivery of the Goods and/or acceptance without any reserve of the Services.

The Seller shall, during the guarantee period, at its own expense and upon demand of the Buyer, maintain, replace and/or adjust the Goods, it being understood that this guarantee means that the Seller shall bear all the costs relating and/or arising from the repair or replacement of the

said Goods including but not limited to labor, travel and accommodation costs, and, if applicable, reimburse the Buyer for any liabilities it may incur to third parties as a consequence thereof.

(c) Seller warrants and covenants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Seller further covenants that personnel who may perform Services on 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.

(d) the warranties set forth in this Section 13 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

14. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all consequence, loss, injury, death, damage, liability, judicial or extra-judicial claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and/or Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement related thereto without Buyer's prior written consent.

15. Intellectual Property. Unless otherwise agreed in writing between the Parties, the Buyer shall be the full owner of all the results and/or work product relating to Goods and/or Services, as from their creation (hereafter the "Work Product"). Shall be considered as Work Product, any new element, whatever 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 Seller 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 Work Product(s). Therefore, the Seller 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 Work Product(s), 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 Work Product(s) would be likely to be protected by copyright, it is agreed that the assigned rights specifically include to the benefit of the Buyer:

- a. 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 Work Product(s), on all existing or future support and by any means.
- b. The right to use and exploit the Work Product(s), either for its own activities or to the benefit of third parties,
- c. 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, commercialization, manufacturing, under any form, whatever the support and means may be, for free or for a consideration.

The compensation paid to the Seller for the Goods and/or Services includes full and final assignment price for the above-mentioned rights; the Seller shall not claim any additional remuneration whatsoever. In case an assignment of the aforementioned rights is not possible, the Seller grants the Buyer a free, perpetual, irrevocable, world-wide, sub-licensable and transferable license to exercise such right

16. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services or Work Product(s) infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

17. Samples. Unless otherwise provided in a written agreement signed by both parties, all tools, specifications, drawings, samples, or other materials furnished to the Seller to enable it to perform its obligations pursuant to the Agreement shall remain the property of the Buyer or such other person as the Buyer shall advise (hereafter the 'Company Property'). The Seller 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 Seller 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 Seller's premises at any reasonable time to inspect the Company Property or to take possession of and any remove such property. The Seller shall use the Company Property only in connection with the Agreement and shall not use it in any manner whatsoever for the benefit of the Seller or any third party without the prior written consent of the Buyer.

18. Limitation of Liability. Nothing in this Agreement shall exclude or limit Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

19. Insurance. During the term of this Agreement, Seller shall maintain at its sole cost Commercial General Liability Insurance, including Products Liability and Completed Operations coverage, on an occurrence basis with limits of \$2,000,000 for property damage and bodily injury or death, with an A+ rated insurer. Such policies shall be primary without right of contribution from Buyer. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a

cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

20. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

21. Audit. Upon five (5) days' written notice (provided by mail or email), Buyer may audit or have the Seller'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 Agreement. Seller covenants to permit free access to its premises and provide necessary personnel for Buyer's audit. In case of subcontracting, the Seller shall obtain from its subcontractor a similar undertaking as the one described hereabove, so that the Buyer may audit the subcontractor's premises.

22. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

Further, upon thirty (30) days' notice prior to delivery of Goods or provision of Services, the Buyer may terminate this Agreement, in whole or in part, at any time for any reason by providing written notice to the Seller, with termination effective on the date specified in the notice. Upon termination, the Seller shall take all reasonable steps to mitigate any damages, losses, or expenses resulting from such termination, including minimizing ongoing costs and discontinuing work or commitments, and shall provide the Buyer with documentation of such mitigation efforts upon request. The Buyer may pay the Seller for work completed and goods delivered up to the termination date, and for reasonable, substantiated costs incurred in mitigating damages. The Buyer shall not be liable for any consequential, incidental, or indirect damages, including lost profits, arising from the termination. Payment made by Buyer under this termination clause shall constitute Buyer's only liability for termination. Title and possession of all delivered goods/parts will vest with Buyer immediately upon Buyer's tender of payment under this paragraph.

23. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

25. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Seller shall set up a "back-up" plan in order to ensure a continuing supply of the Goods and/or Services and shall propose to the Buyer an alternative supplier if necessary. The Buyer shall have the right at all times during a Force Majeure Event affecting the Seller to procure Goods and/or Services from third-party suppliers, notwithstanding any other provision of the Agreement. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Force Majeure Event continues for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

26. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

27. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

28. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended

to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

29. No Gifts. Seller agrees not to provide or offer to provide to any director, officer or employee of Buyer, or any member of such person's family, any favors, gifts, loans or other benefits (including services and discounts as well as material goods).

30. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

31. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the Delaware Court of Chancery or, if such Court does not have subject matter jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in the Federal courts of the United States, the Federal courts of the United States sitting in the state of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. Each of the parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any related matter in any Delaware state or Federal court located in the State of Delaware and the defense of an inconvenient forum to the maintenance of such claim in any such court.

32. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. All notices to Buyer shall be sent to: Tarkett USA Inc., 30000 Aurora Road, Solon, Ohio 44139; *with a copy to*: Tarkett USA Inc. 981 Joseph E. Lowery Blvd NW Atlanta, GA, 30318 Attn: VP, Procurement; *with a copy to*: Legal@tarkett.com

33. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

34. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction/Arbitration and Survival.

35. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.