

STANDARD TERMS AND CONDITIONS OF SALE

Infinity Woven Products, LLC. dba Infinity Luxury Woven Vinyl (LWV)

July 1, 2016

Infinity LWV ("I.F.") offers to sell to Buyer each Product set forth on the I. F. issued invoice sent to Buyer only upon the following terms and conditions (collectively a "sale agreement"). By placing an order for a Product with I. F., executing I. F.'s credit application or taking delivery of the Product, Buyer agrees to the terms and conditions of the sale agreement and acknowledges that the person placing the order has the authority to enter into the sale agreement on Buyer's behalf.

1. Definitions. "Buyer" shall mean the individual or entity so identified on the I. F. Invoice. "I. F." shall mean Infinity Fabrics except when some other affiliate or subsidiary of Infinity Fabrics is otherwise expressly identified on the invoice. "Products" shall mean such I. F. product sold to Buyer pursuant to the Sales Agreement.

2. Relationship of Parties. I. F. and Buyer are independent entities, where Buyer is purchasing Product from I. F. for its use or for resale. If Buyer is otherwise authorized by I. F. to sell and distribute a Product, I. F. hereby grants Buyer a nonexclusive, nontransferable, nonassignable and limited right to distribute, market and sell such Product to consumers. Buyer shall not sell, transfer or otherwise provide any Product to another for resale without the prior, written authorization of I. F. I. F. reserves the right to sell and to authorize other entities to sell such Product through all means and channels of distribution and in competition with Buyer. Buyer acknowledges that it has no authority to bind or contract in the name or for the account of I. F., to create any liability against I. F. or to exert any direction or control over I. F. personnel.

3. Order and Delivery of a Product. Buyer shall bear all risk and expense for delivery of Product, including without limitation, shipping, loading, unloading, storage, freight and insurance. A Product may be shipped to Buyer in whole or in part and will be shipped F.O.B. I. F. shipping location, unless otherwise specified on the face of the invoice. Title to a Product shall pass to Buyer when delivered to the carrier, even if the Product is shipped freight prepaid, unless otherwise specified on the face of the invoice. Among other things, a signed delivery receipt or bill of lading will constitute proof of delivery. The choice of the carrier is made solely at the discretion of Buyer, and I. F. will make no representation as to the acceptability of a particular carrier. Except when I. F. expressly publishes Special Offers or otherwise agrees in writing, I. F. does not guarantee shipment or delivery by a certain date or time, although I. F. will strive to deliver a Product by the date that it may communicate to Buyer. I.F. reserves the right to make partial shipments. I. F. shall not be liable to Buyer, or any other person, for any loss or damage of any kind which results from delay in shipment, delivery, or failure to give notice of delay, whether or not such delay was caused by I. F. or otherwise. I. F. reserves the right to backorder any Product and to ship from backorder in such order as I. F. determines.

4. Canceled Orders and Returns. No orders may be canceled or Product returned to I. F. unless done so in accordance with I. F.'s Cancellation/Return Policy. Orders for standard Product may be canceled prior to shipment provided that I. F. receives proper notice from Buyer and approves the cancellation, assigning a cancellation number. Special orders, orders for non-standard product, and orders where Product is cut, altered, or prepared at the request of Buyer may not be returned or canceled at any time unless expressly agreed to in writing by I. F. Returns for standard Product can only be made if approved and documented by I. F. through the issuance of a Return Goods Authorization. No Product shall be accepted for return until the Buyer obtains a Return Goods Authorization number from I. F. All refused or canceled orders, as well as all other I. F. authorized accommodation returns, are subject to I. F.'s applicable restocking fee plus freight charges for delivery and return. Title right to backorder any Product will pass when I. F. takes possession of the Product and verifies the Product with an approved Returns Goods Authorization.

5. Product Variance & Compliance. Each Product shall be deemed to be without defect and in conformity with its specifications and the terms of the Sales Agreement even though reasonable variances may exist. Buyer acknowledges that it is an accepted standard in the industry that for a Product and among Products (i) color variations exist between dye lots, stains, etc.; (ii) cut and measurement variances occur (i.e. a Products actual sizing may vary by as much as ten (10%) from measurements stated on a final order description); and (iii) shrinkage, separation and expansion occur, even when the Product is properly installed. As a result I. F. cannot and does not guarantee that a Product or Products, whether in whole or in part, will exactly match in specification, color, character, form, cut, fit, or otherwise, and Buyer acknowledges that reasonable variance, including (without limitation) those stated herein, are permissible. Additionally, I. F. shall have no liability if a Product does not conform to any applicable state, county, or local ordinance, as the conformity of a Product to each state, county and local ordinance is the sole responsibility of the Buyer. I. F. reserves the right to change its Product and the components of its Products (i.e. backing, yarn system, etc.) without prior notice, although in circumstances where an order from a Buyer has been accepted by I. F., I. F. will use commercially reasonable efforts to ensure that such change will not effect performance in a materially adverse manner.

6. Prices and Payments. I. F. generally makes its prices for a Product known through its price lists and sales quotes, although prices are subject to change without notice. I. F. makes no guarantee that a previously quoted price is available at the time an order is placed. Each request for a Product will be filed at the price set forth on the invoice, or, if no price appears, at I. F.'s then current list price for the Product at the time the Product is shipped. Invoices shall be due and payable in full, less applicable earned discount, without deduction or set-off by Buyer and in accordance with the terms set forth on the I. F. invoice. Unless otherwise indicated by the sale agreement, terms are net thirty days from date of I.F.'s invoice. Any early payment discount is forfeited if Buyer's check of payment is returned for any reason. All returned checks are subject to I. F.'s then current check return charge. I. F. may withhold shipment of orders if payment is not received at the invoice "remit to" address in accordance with the terms of each invoice. If any moneys are or become due to Buyer from I. F. or any entity owning, owned by or under common ownership as I. F., then I. F. may offset and/or reduce any such amounts owed by the amount of money that Buyer owes I. F. for any reason. If Buyer fails to pay the due date any sum required to be paid by Buyer to I.F. hereunder, Buyer will pay to I.F. for each delinquent payment or part thereof interest from the due date until paid at the rate of Prime Interest Rate plus 6%, unless limited by applicable law. I.F. shall also have the right, among other remedies, either to terminate the order or to suspend further performance in the event Buyer fails to make any payment when due. Buyer shall also pay to I.F. all reasonable costs and expenses (including but not limited to attorneys' fees or collection service fees) incurred by I.F. in connection with I.F.'s efforts to collect such delinquent payment(s).

7. Taxes. Buyer assumes exclusive liability for any and all taxes, tariffs, fees, duties, withholdings, or like charges, whether domestic or foreign, now imposed or hereafter becoming effective ("Taxes") related to the Product and its purchase from I. F. (other than those based on the net income of I. F.), including without limitation, federal, provincial, state and local taxes, goods and services taxes, stamp, documentary, excise or property taxes, duties and other governmental charges.

8. Force Majeure. I.F. shall not be liable for failure to make any delivery hereunder caused by or resulting from events or circumstances beyond I.F.'s reasonable control, including strikes, fires, floods, wars, riots, loss, destruction or unavailability of raw material, non-availability of transportation facilities, disruption of utilities, delays of carrier, embargoes, accidents, restrictions imposed by any government or government authority. The time of I.F. to make delivery hereunder shall be extended during any period in which such delivery shall be prevented or delayed by reason of any of the foregoing causes,

provided that if any delivery hereunder be so prevented or delayed for more than three (3) months either party shall have the right to cancel an Order with respect to such delivery by written notice to the other.

9. Liquidation. Without limiting any other rights that may be available to the liquidating party, in the event (each, a "Default") that a party hereto (the "Defaulting Party") is the subject of a bankruptcy, insolvency, reorganization or other similar proceeding, or fails to pay its debts generally as they become due or otherwise is bankrupt or insolvent, then the liquidating party shall have the right to liquidate an undelivered, unpaid transaction for Product(s) and/or to liquidate any or all other agreements between the parties for the purchase and sale of Product(s) then outstanding by closing-out this transaction and any other transaction being liquidated, calculating the loss, if any for each such transaction, and aggregating or netting such amounts and any and all other amount(s) owing under this transaction or any other transaction being liquidated to a single liquidated settlement payment that will be due and payable within one (1) business day after the liquidation is completed.

10. Termination. I.F. shall have the right in its sole discretion, by notice given to Buyer, to terminate any order upon the occurrence of any direct or indirect, voluntary or involuntary, sale, lease, transfer, assignment, merger, consolidation or other disposition of Buyer's assets, it being understood that in the event such shall occur (and without prejudice to the termination remedy specified), (x) Buyer shall remain fully liable for its obligations under this Sale Agreement, and (y) the transferee of such assets or such facility shall also be liable for all obligations of Buyer under this Sale Agreement.

11. Limited Warranty. Provided that a Product is not altered or damaged by someone other than I. F., and for up to thirty days (30) from the date that I. F. ships the Product to Buyer, I. F. hereby warrants that such Product (other than Promotional or Irregular Goods, as described below) shall (i) conform to I. F.'s published specifications and generally released consumer/end-user limited warranty coverage terms, subject to reasonable variations, manufacturing tolerances, the occurrence of non-material or minor separations and appearance deviations, and (ii) for authorized resellers of I. F., shall be merchantable for ordinary purposes for which such Product is intended to be used. Notwithstanding the foregoing, once a Product has been installed, such Product is deemed accepted by Buyer and no warranty shall apply for color, characteristics, cut, fit or appearance related claims.

As Buyer's sole and exclusive remedy for a breach of the above warranty and at I. F.'s sole discretion, I. F. will either replace or repair a Product that does not conform to any applicable I. F. warranty; provided, however, that I. F. shall not be responsible to replace or repair a Product sold to Buyer "AS IS/WHERE IS" without any warranty of any kind except as otherwise expressly agreed to or published by I. F. EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, I. F. MAKES NO OTHER WARRANTIES FOR A PRODUCT OR UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR MERCHANTABILITY.

For consumers and installers who as Buyers believe that a warranted Product is defective, such persons should return the Product to the dealer or installer from whom they purchased the Product for inspection and consideration as to warranty coverage (including possible replacement). All Buyers must inform I. F., by providing within the applicable warranty or statutory period, complete and specific itemized detail of all claims in warranty or at law that such Buyer may have for such warranty or statutory remedy to be applicable.

12. Indemnity, Liability, Limitation. Buyer hereby agrees to indemnify, reimburse in full, defend and hold harmless I. F., its parent, subsidiaries, affiliates, officers, directors, personnel and agents from and against any and all liability, claims, suits, action, losses, costs, or expenses including (without limitation) reasonable attorneys' fees relating to or arising out of any claim or demand (a) for any Taxes or related penalties and interest, (b) due to Buyer's breach of the Sales Agreement; (c) that Buyer's customers or a third party may make against I. F. based upon or arising from damage due to the acts and/or omissions of Buyer due to the installation of a Product; (d) or infringement or misappropriation of a third party's intellectual property rights based upon I. F.'s incorporation of any designs, formulas or specifications in a Product where such designs, formulas, or specifications have been specifically ordered or requested by Buyer. To the maximum extent allowable under applicable law and excluding those liabilities that by law I. F. cannot limit or disclaim: (i) I. F.'s aggregate liability arising from or relating to this Sale Agreement or a Product, regardless of the cause of action asserted is limited to the amount paid by Buyer to I. F. for the applicable Product and (ii) I. F. shall not be liable for any special, incidental, consequential, indirect, or punitive damages, including without limitation, lost revenues, loss of use of the Product, loss resulting from improper storage, processing, padding/cushion, delay in delivery or shipment or errors in shipment or labeling, loss of data, or the cost of any substitute Product or related equipment, even if I. F. has been advised of the possibility of such damages.

13. Trademarks and IP. For each Buyer who has otherwise been authorized by I. F. to resell or distribute I. F. Product, I. F. hereby grants to such Buyer a nonexclusive, nonassignable, royalty-free license to use the now and hereafter existing trademarks, trade names, copyrighted materials, logos, slogans, designs and distinctive advertising marks of I. F. applicable to the Product (collectively, the "Marks") solely in connection with the advertisement, promotion, sale and distribution of a Product by Buyer and in accordance with all guidelines and instructions from I. F. regarding such use. Buyer shall not use the Marks in any manner likely to confuse, mislead or deceive the public, or to be injurious or inimical to the best interests of I. F. Sole ownership of all Goodwill associated with the Marks and each Product, as represented and symbolized by the Marks shall be retained by I. F. As between I.F. and Buyer, I.F. owns and retains all IP in, relating to, or arising from or with respect to each Product, whether or not such Product is special-ordered, non-standard or developed pursuant to specifications furnished by Buyer. Other than the license above, I.F. does not grant, convey, or confer any ownership, interest, right or license, express or implied, in or to any IP of I.F. "IP" means all intellectual property, including without limitation, patents, patent applications, copyrights, mask work, designs, models, likeness, confidential or proprietary information, trade secrets, trade indicia (including trademarks, trade names, logos, product names and slogans), and all legal rights to inventions, know-how, methods, processes, software, protocols, schematics, specifications, websites, and works of authorship.

14. Export Restrictions. Buyer shall not export or re-export a Product in violation of any applicable laws or regulations of the United States or the country in which Buyer obtained them.

15. Cancellation. I. F. may cancel or terminate a Sale Agreement in whole or in part at any time by giving oral or written notice of such to Buyer. Cancellation or termination by I. F. shall not constitute a waiver or release of any other rights and remedies of I. F. in contract or provided by law or at equity.

16. Entire Agreement, Modifications. Each Sale Agreement constitutes the entire agreement between I. F. and Buyer with respect to the subject matter thereof, and supersedes all prior oral or written agreements. The Sale Agreement may not be amended or modified, except by a further written agreement signed by an authorized I. F. representative. I. F. reserves the right to make reasonable changes to Sale Agreement, including changes as to packaging, testing, specification, designs, and delivery schedules. The terms and conditions of any purchase order or other instrument issued by Buyer or its agent in connection with this Sale Agreement or a Product that is in addition to or inconsistent with the terms and conditions of this Agreement are null and void and shall not be binding on I. F.

17. Governing Law. Each Sale Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without reference to any conflicts of law principles. Any litigation instituted by Buyer against I. F. that pertains in any manner to this Agreement must be instituted in the Superior Court of Whitfield County, Georgia or the United States District Court, Northern District of Georgia, Rome Division. Any such litigation instituted by Buyer or by I. F. may, at I. F.'s option, be instituted in the courts above identified of the State of Georgia or in the state in which Buyer maintains its principle place of business. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this sale Agreement. If any term, provision or condition of a Sale Agreement is held valid or unenforceable, the same shall not invalidate or otherwise affect any other provision thereof. Any reproduction of this Sale

Agreement by any reliable means shall be deemed an original. Notices provided from Buyer to I. F. shall be in writing; notices provided from I. F. to Buyer may be given verbally or in writing. The parties have required that this Sale Agreement and all related documents be drawn up in the English language. Les parties convenent et exigent expressement que ce Contrat et tous les documents qui s'y rapportent soient rediges en anglais.

18. Attorneys' Fees. In the event legal action is undertaken by I. F. to collect any amounts due to I. F. by Buyer hereunder and if I. F. prevails in such action, then Buyer shall reimburse I. F. for its reasonable attorney fees and costs incurred in conjunction with such action, which amount shall not exceed the maximum amount allowed by the law of the forum in which action is brought. Buyer shall also reimburse I.F. for the costs of any collection agencies used in connection with the same.

19. Assignment. Buyer shall not assign, transfer or sublicense the Sale Agreement, or any rights or obligations herein, without the prior written consent of I. F. Any assignment or attempt to assign the Sale Agreement, in whole or in part, by operation of law or otherwise, without I. F.'s prior written consent shall be null and void. I. F. shall have the right to assign, transfer or sublicense all or any part of this Sale Agreement to another at any time and without the consent of Buyer.