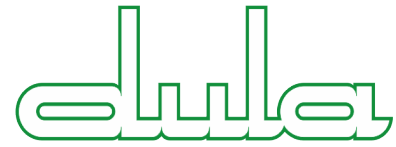


GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES



1. Scope

- (a) These terms and conditions of sale of products and services (the “**Terms**”) are the only terms which govern the sale of the products (“**Products**”) and services (“**Services**”) provided by Dula USA Inc. (“**Seller**”) to the buyer identified on the confirmation of sale (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- (b) The accompanying quotation/confirmation of sale (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise 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 Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s purchase order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Shipment and Delivery of Products and Performance of Services

- (a) Unless otherwise agreed to by the parties in writing, Seller shall select the method of shipment and the carrier for shipment of Products from Seller to Buyer. The Products will be delivered as quoted in the Sales Confirmation.
- (b) Any shipping dates quoted in the Sales Confirmation are approximate only. Notwithstanding anything to the contrary in this Agreement, Seller is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Product relieves Buyer of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Products.
- (c) Unless otherwise agreed in writing by the parties, delivery of the Products shall be made DAP (INCOTERMS 2010®) at Buyer’s principle place of business (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Products. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.
- (d) Seller may, in its sole discretion, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

- (e) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (f) Seller shall use reasonable efforts to meet any performance dates to render the Services quoted in the Sales Confirmation, and any such dates shall be estimates only. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time, change the Services without the consent of Buyer; provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.
- (g) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request and Buyer considers reasonably necessary to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- (h) Seller shall not incur any liability to Buyer for failure to deliver by any particular date.

3. Title and Risk of Loss and Security Interest

Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the Price (as defined below) of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code. Buyer hereby appoints Seller as its attorney-in-fact to execute and file all necessary financing statements to perfect the security interest created herein.

4. Buyer's Acts or Omissions

If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Inspection and Rejection of Nonconforming Products

- (a) Buyer shall inspect the Products within seven (7) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Products**" means only the following: (i) products shipped are different than identified in Seller's confirmation of sale; or (ii) products are damaged, provided that a reasonable inspection should have revealed such damage.
- (b) If Buyer notifies Seller of any Nonconforming Products within the Inspection Period, Seller shall, in its sole discretion, (i) replace or repair such Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense and risk of loss, the Nonconforming Products to Seller's facility located as specified in Seller's Sales Confirmation. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Seller's expense and risk of loss, the replaced Products to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products.

6. Price

- (a) Buyer shall purchase the Products and Services from Seller at the price(s) (the "**Price(s)**") identified in Seller's confirmation of sale.
- (b) Any Price shall include Seller's standard packaging. If Buyer requests any deviation from such packaging, Buyer shall bear any additional cost and charges resulting from such packaging.
- (c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, duties, taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

7. Payment Terms

- (a) Buyer shall pay all invoiced amounts due to Seller within 30 days after invoice date of Seller's invoice unless otherwise agreed in Seller's confirmation of sale. Buyer shall make all payments hereunder by wire transfer or check and in US dollars.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

8. Limited Warranty

- (a) Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Products ("**Warranty Period**"), that such Products will materially conform to the specifications identified in Seller's confirmation of sale.
- (b) Seller warrants 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 generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) **THE WARRANTIES SET FORTH IN SECTIONS 8(A) AND (B) ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY AND SHALL NOT EXTEND TO ANY THIRD PARTY BENEFICIARY. ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER BASED ON CONTRACT, STATUTE, TORT COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE ARE HEREBY DISCLAIMED.**
- (d) The Seller shall not be liable for a breach of the warranties set forth in Section 8(a) and Section 8(b) unless: (i) Buyer gives written notice of the defective Products or Services, as the case may be, reasonably described, to Seller within 14 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in

Section 8(a) to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products or Services are defective.

- (e) The warranty set forth in Section 8(a) or Section 8(b) shall not apply to Product defects, damage, failure or loss resulting from: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions or guidelines as to the installation, reconfiguration, use or maintenance of the Products; (iii) Buyer alters or modifies the Products, (iv) Buyer substitutes any components for use in the Products, such as an integrated product solution, including, but not limited to, work surfaces, leg supports, panels, brackets, shelves or other integral components, and (v) normal wear and tear. If any model, sample, brochure, advertisement or promotional material was shown to Buyer, such model, sample, brochure, advertisement or promotional material was illustrative in purpose and shall in no way constitute a representation or warranty by Seller.
- (f) Subject to Section 8(d) and Section 8(e) above, with respect to any such Products during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Products to Seller.
- (g) Subject to Section 8(d) and Section 8(e) above, with respect to any Services subject to a claim under the warranty set forth in Section 8(b), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- (h) **THE REMEDIES SET FORTH IN SECTION 8(F) AND (G) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 8(A) AND (B), RESPECTIVELY.**

9. Limitation of Liability

- (a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF**

OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS AND SERVICES SOLD HEREUNDER .

10. Compliance with Law

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. It is Buyer's responsibility to determine local flammability code requirements and inform Seller as to such requirements. Buyer assumes all responsibility for shipments of Products requiring any government import clearance.

11. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. 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.

13. Confidential Information

Buyer acknowledges that all aspects of the design, production and operation of the Products, in any form, are proprietary and confidential information (collectively "**Confidential Information**"). Buyer also acknowledges that Seller may provide to Buyer, but is not obligated to do so, all specifications, schematics, drawings, price lists, blueprints, and other technical data that constitute Confidential Information, to allow Buyer service, repair and/or maintain the Products, and/or to allow Buyer to incorporate the Products into its products. Buyer shall not directly or indirectly discuss, disclose, copy, modify, use (except only as expressly permitted by Seller in writing) or otherwise transfer the Confidential Information to any other person or entity at any time. Buyer agrees not to disclose the Confidential Information to any of its employees except those who have a specific need to know in order to perform the services under this Agreement, and all such employees will be bound by the terms of this Agreement. To further protect Seller's interest in the Confidential Information, except via Seller's further express written permission, Buyer agrees not to modify the Products and/or not to incorporate or use any part of the Confidential

Information (disclosed separately or embodied in any of the Products) in its or any other party's products or business. Notwithstanding the foregoing provisions of this Section, Confidential Information does not include any information relating to the design, production and operation of the Products which: (i) was in the public domain prior to the execution of this Agreement or subsequently becomes part of the public domain through no fault of Buyer or its employees; (ii) was in the possession of Buyer prior to the execution of this Agreement and was not acquired directly or indirectly from Seller; (iii) was or is received by Buyer from a third party or third parties having no obligation of confidentiality in respect thereof; and or (iv) was or is independently developed by Buyer without reference to or reliance upon any Confidential Information of Seller.

14. Indemnification

- (a) Buyer shall indemnify, defend and hold Seller, its respective officers, directors, shareholders, subsidiaries, employees, affiliates, agents and other representatives harmless from and against all third party claims, actual damages, liabilities, losses and other expenses to the fullest extent permitted by law, including without limitation reasonable attorney's fees and costs incurred by Buyer, that in any way arise out of (i) Seller's compliance with designs, specifications or instructions supplied by Buyer to Seller in connection with the manufacturing of the Products, including, but not limited to third party infringement claims; and (ii) the use of Products in an application or environment for which they were not designed.
- (b) Seller shall indemnify, defend, and hold Buyer harmless from and against all third party claims, actual damages, liabilities, losses and other expenses to the fullest extent permitted by law, including, without limitation, reasonable attorney's fees and costs incurred by and arising out of Seller's gross negligence or willful misconduct.
- (c) Whenever any claim shall arise for indemnification under this Agreement, the indemnified party shall provide prompt notice to the indemnifying party of the right to indemnification and the facts constituting the basis for such claim. In connection with any claim giving rise to indemnity hereunder, the indemnifying party, at its sole cost and expense and upon notice to the indemnified party, may assume the control of the defense of any such claim (including, without limitation, the ability to settle such claim) with counsel reasonably satisfactory to the indemnified party. The indemnified party shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the indemnifying party, after receiving notice of a claim, does not assume the defense of any such claim resulting therefrom within a reasonable period of time, the indemnified party may defend against such claim in such manner as it may deem appropriate including, but not limited to, settling such claim. The indemnifying party shall not be obligated to indemnify the indemnified party for any settlement entered into without the indemnifying party's prior written consent, which shall not be unreasonable withheld. The indemnifying party shall pay promptly to any indemnified party the amount of all damages for indemnification provided for under this Agreement.

15. Force Majeure

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

16. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. 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.

18. 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 these Terms.

19. 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 New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

20. Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of

the State of New York in each case located in the City of New York and County of New York, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. 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 Sales Confirmation 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), facsimile (with confirmation of transmission), 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.

22. 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.

23. 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.