

1. Contract

All offers, quotes and sales by BTX Intelligent Fashion, LLC, BTX Window Automation, BTX Supply, Tumo, LLC, and BTX Holdings, LLC (collectively referred to herein as BTX), are subject to these Terms and Conditions of Sale. No other agreements have been made or will be valid unless expressly confirmed in writing by BTX.

2. ACCEPTANCE

BY TAKING DELIVERY OF BTX PRODUCTS, PURCHASER AGREES TO THE TERMS AND CONDITIONS STATED HEREIN, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY BTX. BTX HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS WHICH MAY BE PROPOSED OR HAVE BEEN PROPOSED BY PURCHASER IN ANY PURCHASE ORDER FORMS OR OTHER DOCUMENTS. THE TERMS AND CONDITIONS STATED HEREIN SHALL PREVAIL OVER ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS PROPOSED BY PURCHASER AND SHALL APPLY TO THE SALE OR SHIPMENT OF ANY GOODS IN RESPONSE TO PURCHASER'S ORDER.

3. Prices and Delivery

All quoted prices are valid for a period of 60 days from the date of issue, unless otherwise agreed by BTX in writing. Prices on accepted orders remain firm for a period of four months from the date of order acceptance, provided final delivery occurs within that period. If delivery is to occur more than four months from the date of order acceptance, prices are subject to change in accordance with any changes in the published BTX Price List or Guide which occur after the date of order acceptance. All prices quoted are FOB Dallas, excluding all freight, packaging and taxes. All delivery dates are approximate.

4. Payment Terms

(a) Open account payment terms may be established from time to time at the sole discretion of BTX, and are subject to credit approval in writing. Terms on open accounts are payment in full, net 30 days from date of invoice. Payment terms for single transactions and transactions other than on open account are net C.O.D. or prepay unless confirmed otherwise in writing by BTX.

(b) Amounts past due are subject to a finance charge of 1.5% per month to the legal limit, and the finance charge will apply without further prior notice. In case of purchaser's delinquency in payment or insolvency, BTX retains the right to halt or interrupt all further deliveries and service to the purchaser until all past due amounts have been paid, and to require payment in advance for orders not yet delivered, without any liability resulting for BTX. Purchaser expressly agrees to indemnify BTX and hold BTX harmless from all charges and liability including for attorney's fees, which might arise in any manner from purchaser's nonpayment.

5. Inspection, Acceptance and Claims

It shall be the responsibility of the purchaser to inspect the goods and notify BTX in writing of any claims for defective goods, shortage or other problems relating to the goods within thirty days from date of shipment from the Dallas base of BTX. Failure to so notify BTX shall constitute waiver of such claims and acceptance of the goods by purchaser. Any claims for transport damage are the responsibility of the recipient and must therefore be filed with the carrier by the recipient.

6. Risk of Loss

Full risk of loss, damage or destruction of the goods shall pass to purchaser upon delivery of the goods to the carrier at the point of shipment or upon delivery at storage, whichever applies.

7. Force Majeure

If an order cannot be completed due to causes beyond BTX's control, BTX retains the right to either cancel the uncompleted portion of the order or complete the order if and when this becomes possible. Purchaser shall not have the right to withhold payment on delivered goods and/or services, nor to unilaterally change the order or cancel same. Force majeure includes but is not limited to strikes, lock-outs, storms, floods and the like, terrorism, wars, revolutions, major equipment failures or fire damage at production facilities, etc.

8. Warranty

BTX extends a five-year limited warranty for its motors and hardware accessories against defects in material and workmanship from date of shipment from BTX's Dallas base, and a three-year limited warranty on fabrics unless otherwise agreed by BTX in writing; however, pull chains and cords for roller shades are excluded. Controls, electric and electronic components, and solar panels carry a one-year warranty against defects in material and workmanship from date of shipment from the base of BTX in Dallas, Texas. BTX does not warrant cords and tapes for lift systems, nor customer's own materials, and BTX disclaims any written, oral or implied warranties for such materials. If any item to which a warranty applies proves to be defective during the specified warranty period under normal and proper use and provided the equipment or part has been properly stored, installed and maintained with due regard to any directives, instructions and operating procedures provided, BTX shall, upon presentation of proof of purchase, repair or replace the item at the sole option of BTX, F.O.B. Dallas. Application of the warranty will be determined by BTX technical staff after return of the item, its inspection and any necessary investigation. This warranty does not apply in case of defects resulting from faulty installation, misuse, misapplication, abuse, mishandling, shipping or failure to follow instructions, and any application which exceeds the BTX specifications for that product voids all warranties. This warranty does not cover any incidental, special or consequential damages, labor on location, service calls, reinstallation, or expenses involved in shipping, packing, and returning the goods. It also does not cover damages caused by fire, flood, or act of God. BTX warrants items repaired or replaced pursuant to the above warranty, under normal and proper use, storage, installation and maintenance, against defects in material and workmanship for a period of 30 days from

date of start-up of such repaired or replaced item or the expiration of the original warranty, whichever is longer. Correction of non conformities in the manner and for the period of time specified herein shall be purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of BTX, whether in warranty, contract, negligence, tort, or otherwise with respect to the item delivered. In no event shall BTX be responsible for providing access to the allegedly defective item or for disassembly or reinstallation of such item or parts.

9. DISCLAIMER

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN OTHER WORDS, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPRESS WARRANTIES STATED ABOVE.

10. LIMITED LIABILITY

BTX'S LIABILITY FOR ANY AND ALL CLAIMS, CHARGES, EXPENSES, DAMAGES, LOSSES AND INJURIES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR BREACH OF ANY AGREEMENT OF SALE FOR GOODS AND/OR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY GOODS SHALL NOT EXCEED THE PURCHASE PRICE OF SUCH GOODS, REGARDLESS WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY, WILLFUL OR WANTON CONDUCT, WARRANTY (EXPRESS OR IMPLIED), OR OTHERWISE. THIS SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST BTX OTHER THAN THE REMEDY PROVIDED FOR UNDER THE EXPRESS BTX WARRANTIES. IN NO EVENT SHALL BTX BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES.

11. DISPUTE RESOLUTION AND WAIVER OF TRIAL BY JURY

BTX AND PURCHASER AGREE THAT ANY DISPUTES OR CLAIMS OF ANY NATURE WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE TRANSACTION BETWEEN BTX AND PURCHASER, WHICH CLAIMS COULD OTHERWISE BE MADE IN COURT, SHALL FIRST BE MEDIATED BY A MEDIATOR IN DALLAS, TEXAS, UPON WHOSE IDENTITY THE PARTIES SHALL AGREE. ALL REASONABLE REQUESTS BY ONE PARTY TO THE OTHER FOR INFORMATION OR DOCUMENTS SHALL BE HONORED. THE PARTIES SHALL SHARE EQUALLY IN THE EXPENSE OF THE MEDIATION, BUT EACH PARTY SHALL BEAR THE EXPENSE OF ITS OWN ATTORNEYS. IF THE MEDIATION IS UNSUCCESSFUL, THE DISPUTES OR CLAIMS SHALL BE DECIDED IN A COURT IN A PROCEEDING IN DALLAS, TEXAS. NO MORE THAN SIX DEPOSITIONS SHALL BE TAKEN BY EACH PARTY, AND ALL DISCOVERY SHALL BE COMPLETED WITHIN SIX MONTHS OF FILING OF THE SUIT. MOREOVER, EACH OF THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY.

12. CHOICE OF LAW AND VENUE

BTX AND PURCHASER AGREE THAT FOR ANY DISPUTE OR CLAIMS OF ANY NATURE WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE TRANSACTION BETWEEN THEM, THE CONSTRUCTION AND EFFECT OF THESE TERMS AND CONDITIONS AND/OR ANY DETERMINATION OF THE RIGHTS AND DUTIES OF THE PARTIES, THE LAW OF THE STATE OF TEXAS, SHALL GOVERN, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. VENUE SHALL LIE EXCLUSIVELY IN DALLAS, TEXAS, AND EACH OF THE PARTIES AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED THERE.

13. Statute of Limitations

Any action against BTX shall be commenced within one year after the cause of action has arisen.

14. Returns

No goods may be returned without the express written approval of BTX and the receipt of an BTX RGA identification number. Goods approved for return must be returned in original packaging, freight prepaid, clearly marked with the BTX RGA identification number and be accompanied by a copy of the original invoice. Application of the warranty will be determined by BTX technical staff after return of the item, its inspection, and any necessary investigation. A restocking charge of 25% of invoice value will apply on all items accepted for return.

15. Liens and Security Interest

Purchaser will not permit to be created or to remain undischarged any lien, encumbrance or charge upon the goods supplied by BTX until BTX has received payment in full for such goods. If any liens, encumbrances or charges shall be filed against BTX goods prior to payment in full, purchaser shall discharge the liens, encumbrances or charges within ten days and reimburse BTX for expenses incurred in defending its security interest. Title to the goods shall remain with BTX until payment in full has been received, and BTX shall have the rights of a secured party under the Uniform Commercial Code, where applicable. In the event of a default in payment, BTX may repossess and sell the goods at public or private sale at which BTX may be the buyer. The proceeds of any such sale, less all expenses, shall be credited on the account payable and purchaser shall pay the remaining balance on demand.

16. This document contains the entire agreement between the parties, and the contents of this document supersede any inconsistent or additional promises made by any employee, representative, agent or dealer of BTX. No waiver or modification of the foregoing Terms and Conditions of Sale shall be valid unless agreed to in writing by both BTX and purchaser.

17. The parties further agree that if any part of this agreement is found invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provisions, and this document shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.