

YOUR ORDER (“Order”) IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF.

BY ACCEPTANCE OF THE OFFER, BUYER REPRESENTS AND AGREES AS FOLLOWS:

CTBon Sarl hereinafter referred to as Vendor is your contracting party. Oral or written notice of acceptance by Buyer (“You”, “Your”, “Purchaser”), its agents and/or assigns as listed on any Pro- Forma Invoice, Invoice, email communication, and/or Order Confirmation advice issued by Vendor, its assigns, subsidiaries, holding company, or principal companies to You; preparation to perform by an Agent including but not limited to the exposition of, proposal of and/or making of any Samples, issuance of Pro-forma Invoices, Quotations, Invoices, or issuance of Order Confirmation advices (hereinafter “Order Confirmation”), acceptance of emails, faxes or telephone calls confirming such proposals or any part thereof, and/or shipment of all or any part of the merchandise including Samples specified in this Order of items for sale by Vendor (‘Merchandise’) shall constitute acceptance by Buyer of the terms and conditions contained herein.

BUYER HEREWITH REPRESENTS AND AGREES AS FOLLOWS:

- 1 **Shipping Dates:** If the shipping or delivery dates set forth on the face hereof cannot be met, Vendor will promptly inform Buyer in writing of Vendor’s best possible shipping or delivery dates which shall become part of the Order. Buyer shall have no right of cancellation of the order unless the shipping date is delayed by six months from the date communicated on the Order Confirmation/Invoice/Quotation advice or pro-forma invoice. Buyer further has no right in claiming any damages for such late delivery. Art. 190 (1) of the Swiss Code of Obligations (“*Where in commercial transactions the contract specifies a time limit for delivery and the seller is in default, the presumption is that the buyer will for go delivery and claim damages for non-performance.*”) shall not apply.

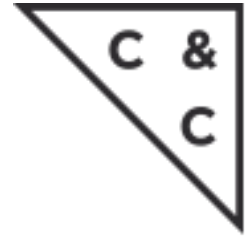
- 2 **Warranties by Vendor:** In addition to and without prejudice to any and all other warranties, express or implied by law, Vendor represents, warrants and covenants to Buyer that:
 - (a) Vendor possesses all licenses, permits, rights, powers and consents required to enter into and perform this Order, to sell to Buyer the Merchandise referenced herein and to grant to Buyer the rights granted herein;





- (b) Vendor's performance hereunder does not violate any agreement, instrument, judgment, order or award of any court or arbitrator
 - (c) all Merchandise furnished hereunder, including the production, sale, packaging, labelling, safety, testing, importation and transportation thereof, and all representations, advertising, prices, and allowances, discounts or other benefits made, offered or authorized by Vendor in connection therewith, shall at all times comply with all applicable federal, state, local, industry and foreign statutes, laws, rules, regulations and orders, standards and guidelines (collectively, "Laws");
 - (d) where applicable, reasonable and representative tests as prescribed by Laws or governmental authorities have been performed or will be performed before shipment from Vendor to the warehouse designated by Buyer (the "Warehouse");
 - (e) all Merchandise furnished hereunder shall be new, first quality merchandise and conform to all representations by Vendor, instructions, specifications, and samples, shall be free from all defects (including latent defects) in workmanship, material and design, and shall not be reworked, rebuilt or refurbished merchandise;
 - (f) all manufacturers' warranties are effective and enforceable by both Buyer and its customers;
 - (h) the title of Vendor to the Merchandise is good and free and clear of all encumbrances and liens, and its transfer hereunder rightful;
 - (i) neither the Merchandise nor any component part thereof is subject to any import quota restriction, rule or regulation preventing or forbidding the importation, use, promotion for sale or sale of the Merchandise or any component part thereof, or any duty, tariff, or penalty in connection therewith, except as previously disclosed in writing by Vendor to Buyer; whereas this paragraph does not apply to cotton textiles, perfumes and cosmetic products;
 - (j) the Merchandise and similar goods are not and have not been subject to product liability or infringement claims, except as disclosed on the face of the Order Confirmation/Invoice/Quotation hereof.
- 3 **Obligations of Buyer:** Buyer hereby agrees to protect, defend, hold harmless and indemnify Vendor, its subsidiaries and affiliates, and each of their, respective customers, programming and other distributors, employees, agents, officers, directors, successors and assigns, from and against any and all claims, actions, suits, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) based upon or resulting from:





- (a) any alleged or actual infringement of the marks, rights of publicity or privacy and/or any other third party rights arising from the sale, promotion of the sale and/or performance of the Merchandise, contents and/or the Promotional Material;
 - (b) any alleged or actual defect in any of the Merchandise;
 - (c) any alleged or actual injury or death to person or damage to property arising out of the furnishing, use or performance of the Merchandise;
 - (d) breach by Vendor of any representations, warranties or covenants; and
 - (e) any alleged or actual violation by Vendor and/or the Merchandise of any applicable Laws.
- 4 **Time is of the essence:** Vendor reserves the right to cancel this Order, or any part hereof, and seek legal remedies immediately with no liability or obligation to Buyer, in the event:
- (a) Vendor is notified that Buyer is in default, bankrupt or has liens against them;
 - (b) Buyer breaches or is anticipated to breach this Order;
 - (c) Buyer attempts to cancel a confirmed order;
 - (d) fire, flood, windstorm, earthquake, war, strike, or any other casualty or occurrence of a similar nature substantially and adversely affects Vendor's premises or business; or
 - (e) any substantial change to Vendor's business (for whatever reason) occurs. Vendor retains the right to offset its losses with Buyer's previously ordered but unshipped Merchandise in the event of breach or intended cancellation by Buyer.
- 5 **Shipped Merchandise:** Merchandise shipped or delivered to Buyer prior to the first permitted ship or delivery date specified on the face of any Order Confirmation/Invoice/Quotation hereof, may not be returned to Vendor. Merchandise shipped or delivered to the Buyer after the last permitted ship or delivery date specified on the face of any Order Confirmation/Invoice/Quotation hereof may not be returned by Buyer. Unless otherwise stated on the face of the Order Confirmation/Invoice/Quotation hereof, Vendor shall ship the Merchandise in one or several shipments at Buyer's sole expense including all customs duties and taxes associated with such shipments. As time is of the essence, Buyer agrees to use freight collect services, however in circumstances where freight collect shipments are not available or to meet Buyer's stated requirements for faster delivery of Merchandise, Buyer shall reimburse Vendor for all shipping, duties and taxes should Vendor incur such charges in the execution of the shipping of this order. Additional freight charges resulting from partial shipments shall be borne by Buyer. Partial shipments shall not cause Buyer's obligations to become severable. Unless otherwise stated on the face of any Order

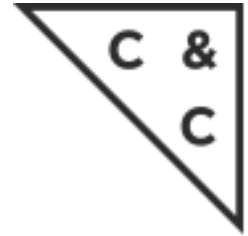




Confirmation/Invoice/Quotation hereof, Buyer shall pay or reimburse Vendor, at the direction of Vendor, for all freight, storage, packing and insurance incident to the shipment of the Merchandise, including, but not limited to, loading and unloading charges, mileage charges, Warehouse consolidation fees and interstate shipping, taxes, tolls and other fees. Vendor agrees to follow Buyer's instructions with respect to shipment, routing and packaging. Vendor's failure to comply with the terms and conditions set forth in this Section or in Buyer's shipping regulations or shipping instructions or in any applicable standards provided by Buyer to Vendor ("Standards"), in effect as of the date of this Order, and which are incorporated herein by reference, does not give Buyer the right of cancellation. Vendor shall be liable only to a maximum of EUR300.00 per Order for non-compliance of shipping instructions issued by the Vendor. Any such charges assessed may be deducted from any amounts due or which may become due to Vendor. Copies of the Regulations and Standards of Buyer, if any, must be made available to the Vendor upon confirmation of this order by Vendor to Buyer.

- 6 **Objection to Order:** Merchandise furnished hereunder which is not in compliance with this Order, the Regulations or the Standards, must be declared within 48 hours of receiving the Order on Buyer's premises or in the warehouse used for storage by Vendor for Buyer's Merchandise, whichever occurs first, otherwise, the Merchandise is deemed accepted. Vendor shall not withhold reasonable inspection of the Merchandise at its warehouse and shall inform Buyer of the expected delivery date thereto, should Buyer wish to store Merchandise on Vendor's premises. If defective Merchandise is declared within this time period, the value of such Merchandise, deemed defective shall be credited to Buyer's account. Defect shall be determined solely by the Vendor and acceptance of a defect declaration shall only be made in writing by Buyer. The parties exclude any claims arising out of such defective products. Vendor retains the sole right to replace defective Merchandise when defective Merchandise is exchangeable for the same or similar Merchandise. Exchanged merchandise shall inure against the credit offered by Vendor to Buyer and such Merchandise shall be shipped at the expense of Vendor. As such, Buyer's right is limited to the exchange of Merchandise in such event (limitation of Art. 206 (2) Code of Obligations). Merchandise that was shipped in error and is not part of this order, shall be returned to Vendor at the sole expense of the Vendor within 7 business days from the date of acceptance of the shipment at Buyer's premises or warehouse. Unreturned Merchandise sent in error shall be billed to Buyer at Vendor's Wholesale Price and such payment shall become due within seven days of Vendor's transmission of the applicable Invoice.



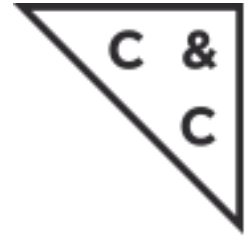


- 7 **Right of legal offset:** For all items ordered herein, Vendor retains the right of legal offset. Should Buyer attempt to cancel this or future orders, Vendor shall have the right to withhold any of Buyer's ordered but still unshipped Merchandise, whether paid or unpaid. Should any order remain unpaid, Vendor at its sole option retains the right to resell merchandise previously ordered by Buyer to offset Vendor's loss in an amount equal to the extent of any unsatisfied claims brought by Vendor against Buyer pending the final resolution of such claims, including but not limited to the sale of undelivered Merchandise purchased by Buyer in a mode and manner chosen by the Vendor. Vendor's rights of withholding and offset set forth in the preceding sentence will be without prejudice to, and not in limitation of, any other rights that Vendor may have against Buyer under this Agreement or otherwise. Vendor reserves the right to claim real and punitive damages by Buyer's cancellation of confirmed orders. Buyer hereby waives their right to legal offset.
- 8 **Assignment of rights:** Buyer shall not assign this Order, or any part hereof, without the prior written consent of Vendor, and any such attempted assignment shall be void at the election of Vendor. All claims for money due or to become due from Buyer shall be subject to deduction by Vendor for any setoff or counterclaim arising out of this Order or any other of Buyer's orders or agreements with Vendor, whether such set-off or counterclaim arose before or after any assignment by Buyer.
- 9 **Payment:** Vendor agrees, unless otherwise agreed by the Parties, to pay to the Vendor as follows:
60% of total price before starting work;
30% of total price before shipment/delivery of services;
10% after installation.

Vendor may refrain from starting to work or ship until the payments have been made, however, there is no refund of any paid instalment.

Unless specified otherwise on the face Order Confirmation/Invoice/Quotation advice hereof, the time for payment shall begin to accrue upon oral or written confirmation of the Order by Buyer or Vendor. Buyer agrees to not unreasonably hold Merchandise at first point of entry or clearance into the designated country of importation, listed on the Pro-Forma Invoice and/or Order Confirmation/Invoice/Quotation advice or communicated to Vendor, to prevent timely arrival at Buyer's prescribed Warehouse. Buyer agrees to pay for all customs duties of any shipment initiated by Vendor for any Order within five days of arrival into the county of Importation listed on the Pro-

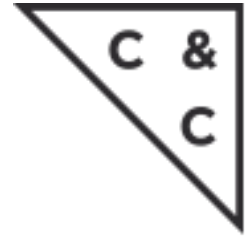




Forma Invoice and/or Order Confirmation/Invoice/Quotation advice. If the duties and taxes exceed CHF 5000.00, then Vendor retains the right to demand immediate payment before further cooperating to the clear the shipment. Vendor shall not be held liable for Buyer's failure to pay any customs duties or taxes that result in the return of or seizure of the Merchandise. Vendor undertakes to minimize all duties and taxes to the fullest extent of the law. Failure to pay all or any portion of the invoice(s) and/or pro-forma invoice(s) does not constitute cancellation of an Order by Buyer and is without prejudice to any and all rights, remedies, claims or defences of Vendor against Buyer and/or any third party.

- 10 Until date of shipment or delivery to Buyer, Vendor shall offer a price for each piece of Merchandise to Buyer based upon the quantity ordered by Buyer. Vendor agrees that should it offer a lower price to another customer ordering the exact same quantity as Buyer, Vendor shall offer the same price to Buyer. Buyer, in its sole discretion, shall determine the price at which Merchandise shall be offered for sale to its customers and shall retain all handling and shipping charges collected from its customers unless Vendor is requested to directly ship Merchandise to Buyer's customers.
- 11 **Services provided by Vendor:** As far as services of Vendor are concerned, Vendor may have carried out the work under his personal supervision by third party contractor. Once the work is installed/delivered, Buyer must inspect the condition of the delivered or completed work within two weeks upon delivery and must inform the contractor of any defects discovered immediately, otherwise, the work shall be presumed approved.
- 12 **Confidential Information:** For the purposes of this Order, "Confidential Information" means any agreement between Buyer and Vendor, all information in whatever form transmitted relating to the past, present or future business affairs, including without limitation, the sale of Merchandise, customer lists and other customer information, research, development, operations, security, broadcasting, merchandising, marketing, distribution, financial, programming and data processing information of Vendor or another party whose information Buyer has in its possession under obligations of confidentiality, which is disclosed by Vendor, its subsidiaries, affiliates, employees, agents, officers or directors to Buyer or which is produced or developed during the working relationship between the parties. Confidential Information shall not include any information of Vendor that is lawfully required to be disclosed by Buyer to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure Buyer shall give Vendor an





adequate opportunity to interpose an objection or take action to assure confidential handling of such information. Buyer shall not disclose any Confidential Information to any person or entity except employees of Buyer as required in the performance of their employment-related duties in connection with this Order, nor will Buyer use the Confidential Information for any purpose other than those purposes expressly contemplated herein. Buyer shall not use any information obtained from Vendor's customers (e.g., through warranty cards or otherwise) to offer for sale to such customers any goods or services. In the event of a breach or threatened breach of this Section by Buyer, Vendor shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief, including, but not limited to temporary restraining orders, which remedy shall be cumulative and in addition to any other rights and remedies to which Vendor may be entitled. Buyer agrees that the Confidential Information referred to in this Section is valuable and unique and that disclosure or use thereof in breach of this Section will result in immediate irreparable injury to Vendor. Buyer shall inform those persons or entities having access or exposure to Confidential Information hereunder, of Buyer's obligations under this Section.

13 **Law and Jurisdiction:** This Order shall be governed by the laws of the Swiss Confederation applicable to contracts to be performed wholly therein, regardless of place of acceptance. Vendor and Buyer expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Buyer hereby consents to the exclusive jurisdiction of the courts of Zurich in Switzerland, specifically the Commercial Court in the Canton of Zurich, in all matters arising hereunder. Vendor retains the sole right to pursue legal action in the courts of any jurisdiction where Buyer makes decisions regarding this Order, where Buyer has assets, where Buyer has its ownership, and/or where Buyer has their principal place of business in order to enforce a judgment or collect upon a liability created by Buyer under this agreement. Vendor further retains right to assign the terms of this Purchase Order, dispute or any other matter pursuant to this Order to any of its subsidiaries, Agents, principal companies, or holding company for any purpose at any time. Buyer hereby irrevocably agrees to service of process by email or registered mail, to its address as set forth to such address as Vendor may deliver to Buyer in writing.

14 **No waiver:** No waiver by Buyer of any term, provision or condition hereof shall be deemed to constitute a waiver of any other term, provision or condition of this Order, or a waiver of the same or of any other term, provision or condition with regard to subsequent transactions or subsequent parts of the same transaction, including without limitation, subsequent shipments under this Order.





- 15 **Severability Clause:** If any provision contained in this Order shall be determined to be unenforceable or prohibited by law, then such provision shall be void, and the remaining provisions herein shall not in any way be affected or impaired thereby.
- 16 **Press release:** Buyer shall not issue any publicity or press release regarding Vendor or Vendor's activities hereunder without first obtaining Buyer's prior written approval and consent to such release.
- 17 **Full understanding:** This Order and any other written warranties and specifications, the Regulations and Standards, and the terms, conditions and agreements herein and therein, constitute the full understanding of the parties hereto and a complete and exclusive statement of the terms of the parties' agreement concerning the Merchandise furnished hereunder.
- 18 **Amendments:** No condition, understanding or agreement purporting to modify or vary the terms of this Order shall be binding unless hereafter made in writing and duly executed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of this Order or of invoices, shipping documents or other documents containing terms of conditions at variance with or in addition to those set forth herein. Changes to the order sent by email from Buyer to Vendor, shall be deemed accepted only when Vendor accepts such changes in writing and communicates acceptance of such changes to Buyer by post or fax only bearing the signature of Vendor's CEO, President or Vice President. Changes to the order sent by Vendor to Buyer by email, shall be deemed accepted upon receipt of email by Buyer.

