

INVOICE AND ORDER CONFIRMATION -- GENERAL TERMS AND CONDITIONS

1. PRIOR OFFERS -- Burnett is not bound by any terms of Customer's purchase order or other offer, whether oral or written, which attempt to impose any conditions inconsistent with Burnett's terms and conditions of sale set forth in this Invoice and Order confirmation. Burnett's failure to object to provisions contained in any purchase order or other oral or written offer shall not be deemed a waiver of the provisions of the terms and conditions of this Invoice and Order Confirmation, which shall constitute the entire contract between the parties. In the event of any material difference between this Invoice and Order Confirmation and any purchase order or other offer by Customer, the agreement between Burnett and you as Customer shall nonetheless be binding and shall be governed by Section 2-207 (3) of the Uniform Commercial Code.

2. CREDIT; LATE CHARGES -- If the financial responsibility of Customer becomes impaired or unsatisfactory to Burnett, advance cash payment or satisfactory security shall be given by Customer upon demand by Burnett, and shipments may be withheld until such payment or security is received. If Customer fails to pay Burnett in accordance with the terms of this invoice, Customer's balance shall be subject to a late fee in the amount of 1.5% per month. If Customer's account is referred for collection, the costs of collection plus any reasonable attorney's fees incurred will also be assessed.

3. TITLE, RISK OF LOSS -- Title to the product and risk of loss shall pass to Customer upon delivery to a carrier or into Customer's transport at Burnett's plant or warehouse unless sold on a delivered price basis. Title to the products shall pass upon delivery to Customer. If Burnett is to pay freight, selection of carrier and routing of shipments shall be at Burnett's option.

4. SAMPLING AND TESTING -- Customer shall inspect all material delivered hereunder immediately upon receipt at Customer's plant. If Customer fails to notify Burnett within thirty (30) days after receipt of such product at its plant or warehouse of any damage, shortage or defect, all claims with regard to such product are waived.

5. DISCLAIMER OF WARRANTIES -- THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND IN BURNETT'S WRITTEN SPECIFICATIONS, IF ANY, AND BURNETT MAKES NO WARRANTY, EXPRESS OR IMPLIED, BASED ON ANY COURSE OF DEALING OR USAGE OF TRADE OR OF FITNESS FOR PARTICULAR USE OR OTHERWISE, THAT THE PRODUCTS SOLD HEREUNDER ARE OF MERCHANTABILITY QUALITY OR ARE FIT FOR A PARTICULAR USE. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS. In the case of products for which Burnett has provided written specifications as to flammability or products subjected to flammability specifications by Customer or a third party (e.g. 16 CFR 1633), the products met the specified test requirements in tests performed under controlled laboratory conditions. These tests were not intended to reflect the performance of the specified product or any other material under actual fire conditions. The use of the specified product in a finished product does not mean that the finished product would necessarily meet the test requirements and does not mean that the finished product will not burn. Due to the great number and variety of applications for which its product may be purchased, Burnett does not recommend specific applications of product designs or assume responsibility for use results obtained or suitability for specific applications.

With respect to any Burnett product included in Customer's mattress product that is subject to 16 CFR Parts 1632 and 1633 (the "Standard"), Customer acknowledges and agrees that it has the sole responsibility for a) designing and manufacturing its mattress product(s) in accordance with the prototype specifications; b) burn testing prototype mattresses; and c) establishing and maintaining a program of production, inspection and tests to assure that its mattress product(s) is in compliance with the Standard before entering it into commerce.

Burnett hereby expressly disclaims any liability for, and Customer agrees to indemnify, defend, and hold Burnett, its successors and assigns, partners, directors, trustees, officers, agents, and employees harmless from and against, any and all damages, claims, suits, losses, penalties, judgments, costs, fines, liabilities, or expenses of any nature (including attorneys' fees), arising from any personal injury, death, property damage, or economic loss (including special or consequential loss, lost profits, lost savings, or other damages) relating in any way to Customer's non-compliance with any aspect of the Standard relevant to it; Customer's performance and/or non-performance generally; any use or misuse by Customer of information provided by a prototype developer and/or Burnett and used in the development of Customer's commercial mattresses; and the use, performance, or quality of any product utilizing prototype mattress set specifications.

6. LIMITATION OF CLAIMS -- Defective or nonconforming products shall be replaced by Burnett without any additional charge, or in lieu thereof, if Burnett elects, Burnett may upon return of the products at Customer's expense, refund the purchase price. BURNETT'S LIABILITY FOR ANY LOSS OR CLAIM WHATSOEVER, SHALL BE LIMITED SOLELY TO REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCTS OR AT THE ELECTION OF BURNETT, TO RETURN OF THE PRODUCTS AND REPAYMENT OF THE PRICE. BURNETT SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Any course of dealing between the parties to the contrary notwithstanding, any claim by Customer shall be deemed waived unless presented in writing to Burnett within thirty (30) days from the date of receipt of the products to which such claim relates. Customer assumes all risk and liability for loss, damage or injury to the person or property of Customer or others arising out of use or possession of any product sold hereunder.

7. FORCE MAJEURE -- No liability shall result to either party from delay in performance or non-performance caused by circumstances beyond the control of the party affected, including but not limited to, acts of God, fire, flood, war, accident, labor trouble, shortage of or inability to obtain product equipment or transportation, or compliance with any regulation, direction or request made by governmental authority or persons reporting to act therefore. If, by reason of any such causes, supplies of any product deliverable hereunder or products from which it is derived from any of Burnett's then existing sources of supply, are curtailed or cut off, Burnett's obligation hereunder during such curtailment or cessation shall at its option be reduced to the extent necessary in Burnett's judgment to apportion fairly among its customers, whether under contract or not, such product then in storage and such quantity as may be received in the ordinary course of business from any other source of supply for Burnett's business, and Burnett shall not be required to increase its taking from such sources of supply or to purchase such product or other products from which it is derived to replace the supplies so curtailed or cut off. Deficiencies in deliveries hereunder due to any such cause shall be cancelled from the contract with no liability to either party therefor. For the purposes of this provision, "Burnett" shall be deemed to include Burnett's supplier and any subsidiary or affiliated company of Burnett.

8. SPECIFICATIONS -- Where the privilege of descriptions or specifications is given to Customer, notice of any change must be furnished by Customer in writing no later than four (4) weeks before the required delivery date and deliveries against these new descriptions or specifications are subject to earliest available delivery date when received by Burnett. Customer agrees to give Burnett within five (5) days of demand therefor by Burnett, specifications in writing as to deliveries on any portion of this Invoice and Order Confirmation as to which specifications are not given herein, and in addition to pay Burnett any adjustment in price based on such assortment, and deliveries against such specifications shall be subject to the earliest available delivery date when received by Burnett. Burnett's demand for specifications shall not be deemed to be a waiver of the Customer's obligation to give such specifications under the terms of this Invoice and Order Confirmation in the event Customer fails to give specifications within the time period specified under this Invoice and Order Confirmation, or as demanded by Burnett, Burnett may cancel the contract with Customer and Customer shall remain liable for all Burnett's damages and losses. Unless different tolerances are set out in writing in a specification that is a part of the order that is confirmed hereby, the following tolerances shall apply: weight $\pm 15\%$ per pack/roll, loft $\pm 10\%$ (with an additional loss of loft of up to 20% depending on packaging and handling during transportation) width $\pm 1"$ and length 10%.

9. ADJUSTABLE PRICING -- If the cost to Burnett of filling this order is increased as a result of a general wage increase or because of the imposition of new or increased taxes, excises or governmental charges, or because of new laws governing the working hours or compensation of labor or because of any other new laws or any regulation, promulgations, orders or other governmental action pursuant to existing or new laws, or in the event of increased cost of raw materials and/or transportation, including detention fees arising from handling this order at Customer's facility, the Customer agrees to pay such increased cost to Burnett on any undelivered portion of this order.

10. MISCELLANEOUS -- This order shall not be assigned in whole or in part by Customer or Burnett without the written consent of the other party, except that Burnett may upon written notice to customer assign its obligations hereunder to any subsidiary or affiliated company of Burnett. No waiver by either party of any breach of any of the terms and conditions herein contained shall be construed as a waiver of any succeeding breach of the same or any other term and condition. No agent, employee or representative of Burnett has any authority to bind Burnett to any affirmation, representation, promise or warranty concerning any goods sold under this Invoice and Order confirmation, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Invoice and Order Confirmation, it has not formed a part of the basis of this bargain and shall not be enforceable by Customer. No commonly used description of the products (e.g. flame barrier; flame retardant) by any agent, employee or representative of Burnett or contained in any Burnett written materials or publications shall be construed as forming a part of the basis of this bargain. The entire contract is contained herein and there are no oral understandings, representations or warranties affecting it. No modification of this contract shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby, and no modification shall be affected by the acknowledgment or acceptance of purchase order forms containing terms and conditions of variance with those set forth herein. This Invoice and Order Confirmation cancels and supersedes any prior written contract between the parties covering the sale and purchase of the products listed on the face hereof. This Invoice and Order Confirmation shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Maryland as effective and in force on the date of this Invoice and Order Confirmation. If any agreement or covenant contained herein or any part or parts of them shall be held to be invalid by any court of competent jurisdiction, this Invoice and Order Confirmation shall be interpreted as if such invalid covenants or agreements or parts thereof were not contained herein. OUR GOODS ARE SOLD AND SHIPPED F.O.B. FACTORY AND OUR RESPONSIBILITY FOR LOSS OR DAMAGE CEASES AFTER RECEIPT BY TRANSPORTATION COMPANY IN GOOD ORDER. IN CASE OF LOSS OR DAMAGE, HAVE THE AGENT MAKE APPROPRIATE NOTATIONS ON THE FREIGHT BILL IN ORDER TO GIVE YOU A VALID CLAIM AGAINST THE DELIVERING TRANSPORTATION COMPANY. PLEASE DO NOT RETURN PRODUCT TO US WITHOUT PREVIOUSLY SECURING PERMISSION, AS UNAUTHORIZED RETURN SHIPMENTS WILL BE REFUSED AND WILL REMAIN SUBJECT TO CUSTOMER'S RISK. THESE PRODUCTS ARE SOLD SUBJECT TO THE ABOVE TERMS AND CONDITIONS.