

**SHAW INDUSTRIES, INC.**  
 NEW ACCOUNT/CREDIT APPLICATION  
 PO BOX 2128 - MAIL DROP 026-01  
 DALTON, GA 30722

**Company Use Only**

FORM#110  
05/10/16

DATE: \_\_\_\_\_

Request CBD

Requested Credit Line Amount: \_\_\_\_\_

| BILLING INFORMATION  | SHIPPING INFORMATION  |
|--|---|
| LEGAL BUSINESS NAME:<br>(PLEASE USE EXACT LEGAL NAME) _____            | _____   |
| TRADE NAME:<br>(PLEASE LIST ANY DBA NAME) _____                        | _____   |
| PHYSICAL ADDRESS: _____  | _____   |
| CITY/STATE: _____ ZIP _____<br><small>FULL NINE DIGIT ZIP CODE</small> | CITY/STATE: _____ ZIP: _____<br><small>FULL NINE DIGIT ZIP CODE</small> |
| COUNTY: _____  | FOB SHIP POINT: _____   |
| MAILING ADDRESS: _____   | <b>SHIP:</b> PARTIAL      COMPLETE                                      |
| CITY/STATE: _____ ZIP _____<br><small>FULL NINE DIGIT ZIP CODE</small> | BUYING GROUP AFFILIATION: _____   |
| COUNTY: _____  | ACCOUNT IDENTIFIER:      END USER      DEALER/RETAILER                  |
| TELEPHONE: _____ FAX: _____  |   |
| E-MAIL ADDRESS: _____  | BUILDING OWNED  |
| BUSINESS WEBSITE ADDRESS: _____  | BUILDING LEASED    LANDLORD NAME: _____                                 |
|  | TELEPHONE: _____  |

| BUSINESS DESCRIPTION (CHECK AS APPROPRIATE) | CUSTOMER TYPE                        | STORE TYPE  |
|---|--------------------------------------|---|
| SOLE PROPRIETORSHIP      CORPORATION        | 1 - DISTRIBUTOR      3- MANUFACTURER | 1 - FURNITURE      4 - RUGS                           |
| PARTNERSHIP      LLC                        | 2 - RETAIL      4- HOME CENTER       | 2- DEPARTMENT      5 - RESIDENTIAL CONTRACT           |
| OTHER: _____                                |                                      | 3 - CARPET SPECIALTY SGL      6 - COMMERCIAL CONTRACT |

DATE BUSINESS STARTED: \_\_\_\_\_ DATE BUSINESS INCORPORATED: \_\_\_\_\_ STATE WHERE INCORPORATED: \_\_\_\_\_ FEDERAL I.D. # \_\_\_\_\_

| NAME OF PRINCIPALS       | NAME OF PRINCIPALS       | MAIN POINT OF CONTACT   |
|--------------------------|--------------------------|---|
| NAME _____               | NAME _____               | <b>ACCOUNTS PAYABLE</b>   |
| TITLE _____              | TITLE _____              | NAME _____  |
| HOME ADDRESS _____       | HOME ADDRESS _____       | TELEPHONE # _____   |
| CITY, STATE, ZIP _____   | CITY, STATE, ZIP _____   | E-MAIL ADDRESS _____  |
| SOCIAL SECURITY # _____  | SOCIAL SECURITY # _____  | <b>ALL INVOICES/CREDIT MEMOS WILL BE SENT TO THIS EMAIL ADDRESS</b> |
| DRIVER'S LICENSE # _____ | DRIVER'S LICENSE # _____ | <b>CONTROLLER / OTHER</b>   |
| HOME PHONE # _____       | HOME PHONE # _____       | NAME _____  |
| CELL PHONE # _____       | CELL PHONE # _____       | TELEPHONE # _____   |
| E-MAIL ADDRESS _____     | E-MAIL ADDRESS _____     | E-MAIL ADDRESS _____  |

**PRIMARY BANK REFERENCE: THE UNDERSIGNED AUTHORIZES THE BELOW LISTED BANK TO RELEASE CREDIT INFORMATION TO SHAW INDUSTRIES, INC.**

|                          |   |
|--------------------------|---|
| BANK NAME: _____         | ACCOUNT #(S): _____                       |
| BANK ADDRESS: _____      | BANK REPS. NAME: _____                    |
| CITY, STATE & ZIP: _____ | BANK PHONE #: _____      BANK FAX # _____ |

**TRADE REFERENCES / OTHER SUPPLIERS YOU CURRENTLY TRADE WITH      ATTACH TYPED LIST IF NEEDED**

|                          |                    |               |
|--------------------------|--------------------|---------------|
| NAME: _____              | ACCOUNT #: _____   | E-MAIL: _____ |
| ADDRESS: _____           | TELEPHONE #: _____ |               |
| CITY, STATE & ZIP: _____ | FAX: _____         |               |
| NAME: _____              | ACCOUNT #: _____   | E-MAIL: _____ |
| ADDRESS: _____           | TELEPHONE #: _____ |               |
| CITY, STATE & ZIP: _____ | FAX: _____         |               |
| NAME: _____              | ACCOUNT #: _____   | E-MAIL: _____ |
| ADDRESS: _____           | TELEPHONE #: _____ |               |
| CITY, STATE & ZIP: _____ | FAX: _____         |               |

**CREDIT AGREEMENT**

In making this application, each of the undersigned understand that all charges are due and payable in full at the remittance address stated on the invoice unless notified in writing to the contrary. All accounts are payable according to the terms shown on each invoice and if not paid at the remittance address stated on the invoice on or before said due date, are then delinquent. It is further understood that when payment is not made in accordance with the terms of each invoice, shipment of future orders will be withheld. Each of the undersigned agrees to pay any and all service charges added each month on past due invoices. Terms are F. O. B shipping point.

In the event checks are returned on the account due to insufficient funds or any other reason, each of the undersigned agree to pay a reasonable service charge. Each of the undersigned agree that if my/our account must be placed in the hands of an attorney or collection agency, or if collection is made through probate proceedings, the undersigned agree to pay a reasonable amount in attorney's fees and/or costs. The undersigned further agree that they will inform Shaw of any change in their ownership or status as noted above. "All orders and products sold or licensed to you by Shaw are governed by the terms and conditions of Shaw Industries, Inc. STANDARD TERMS AND CONDITIONS OF SALE (the "Sale Agreement"), a copy of which is attached to this credit application. With respect to all of your transactions with Shaw, you agree to be bound by the terms and conditions of the sale agreement". The undersigned consent(s) to Shaw Industries, Inc. obtaining consumer credit report for the purpose of evaluating credit worthiness in connection with the credit application.

**APPLICATION MUST BE SIGNED BY OWNER, PARTNER OR DULY AUTHORIZED OFFICE**

AUTHORIZED CUSTOMER SIGNATURE: \_\_\_\_\_ PRINTED NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TERRITORY MANAGER SIGNATURE: \_\_\_\_\_ SELLING DIVISION: \_\_\_\_\_ REGION # \_\_\_\_\_ DISTRICT # \_\_\_\_\_ TERRITORY # \_\_\_\_\_  
REGIONAL MANAGER SIGNATURE: \_\_\_\_\_ SELLING DIVISION: \_\_\_\_\_ REGION # \_\_\_\_\_ DISTRICT # \_\_\_\_\_ TERRITORY # \_\_\_\_\_

**PERSONAL GUARANTY:**

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by Shaw Industries, Inc., (herein, together with its successors and assigns, called the "Holder"), the receipt and sufficiency of which are hereby acknowledged by the Undersigned, and in consideration of any loan, credit, open account sale(s) or other financial accommodation, however described or denominated, now outstanding or now or hereafter made to

\_\_\_\_\_ (the "Debtor") the undersigned (the "Guarantor")

(Insert Exact Legal Business Name)

(who if two or more in number, shall be jointly and severally liable hereunder) hereby unconditionally guarantee(s) full and prompt payment to the Holder when and as due, whether by maturity, acceleration or otherwise, of the following (the "liabilities"):

(a) all indebtedness heretofore, now, or hereafter owed by Debtor to Holder, including any extensions, renewals and modifications thereof; (b) any and all amounts expended by the Holder to protect or preserve the priority of the Holder's security interest in and lien upon, and the security and integrity of, any collateral pledged to secure any and all such indebtedness; (c) all expenses paid or incurred, including reasonable attorney's fees, in the enforcement of the Holder's rights in any collateral pledged as security for such indebtedness; and (d) all expenses paid or incurred in attempting to collect or enforce or in collecting or enforcing any and all of such indebtedness, including those incurred in enforcing this guaranty and including attorney's fees of fifteen percent (15%) of the amount sought to be collected if such indebtedness is collected or enforced by law or through any attorney at law.

The undersigned (the "Guarantor") expressly represent(s) and acknowledge(s) that any financial accommodations by the Holder to the Debtor are of direct interest and benefit to the undersigned (the "Guarantor"). This Guaranty shall be construed in accordance with the laws of the State of Georgia. If any provision of this Guaranty shall be prohibited by or invalid under such laws, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of this Guaranty. This is a continuing guaranty which shall continue in force and effect until receipt of notice of termination at Holder's offices in Dalton, GA, executed by the undersigned (the "Guarantor"), and said termination shall not effect the liability of the undersigned (the "Guarantor") as to amounts then owing.

None of the following shall affect the Guarantor's obligations hereunder: (a) the release of any obligor or guarantor of the indebtedness in whole or in part; (b) the extension, increase, renewal, acceleration or other change of the terms of repayment of the indebtedness; (c) the receipt, exchange or release of any collateral securing the indebtedness; (d) delay in enforcement of payment of the indebtedness or the exercise of any right hereunder; and (e) the failure of any other guarantor to execute this guaranty or another guaranty. Debtor consents to and waives any notice of any loans made, extensions or indulgence granted to Debtor, or extending of credit or other financial accommodations, or other action taken in reliance hereon and all demands and notices of any kind in connection with this Guaranty or the indebtedness. The liability of the Guarantor for the payment of the indebtedness, shall be primary and not secondary; and that suit may be brought against the Guarantor and any other guarantors any time after the indebtedness or any part thereof becomes due, jointly and severally, and against any one or more of them, without impairing the rights of the Holder.

Holder may proceed directly against the Guarantor without joinder of Debtor or pursuing any legal action against the Debtor and without exhausting any rights or remedies against Debtor or any collateral securing the indebtedness. The Guarantor waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Guaranty. Guarantor waives any rights of homestead or exemptions as against the indebtedness arising under the laws or Constitution of any state or of the United States of America.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile and PDF or similar electronically transmitted counterpart signatures to this Agreement shall be acceptable and as binding as original signatures. The undersigned (the "Guarantor") consent(s) to Shaw Industries, Inc. obtaining each guarantor's consumer credit report for the purpose of evaluating credit worthiness.

**INDIVIDUAL GUARANTOR #1**

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_  
PRINTED NAME OF WITNESS: \_\_\_\_\_ HOME PHONE NUMBER: \_\_\_\_\_  
SIGNATURE OF WITNESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_  
CITY, STATE & ZIP: \_\_\_\_\_

**INDIVIDUAL GUARANTOR #2**

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_  
PRINTED NAME OF WITNESS: \_\_\_\_\_ HOME PHONE NUMBER: \_\_\_\_\_  
SIGNATURE OF WITNESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_  
CITY, STATE & ZIP: \_\_\_\_\_

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with the law concerning this act is the Federal Trade Commission, Division of Credit Practices, Sixth and Pennsylvania Avenues, N.W., Washington, D.C. 20580.

**SHAW INDUSTRIES, INC.**  
**Standard Terms and Conditions of Sale**

SHAW INDUSTRIES, INC. OFFERS TO SELL TO BUYER EACH PRODUCT SET FORTH ON THE SHAW ISSUED INVOICE SENT TO BUYER ONLY UPON THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, A "SALE AGREEMENT"). BY PLACING AN ORDER FOR A PRODUCT WITH SHAW, EXECUTING SHAW'S CREDIT APPLICATION, SENDING OR MAKING PAYMENT, 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 Shaw Invoice. "Shaw" shall mean Shaw Industries, Inc. except when some other affiliate or subsidiary of Shaw Industries, Inc is otherwise expressly identified on the Invoice. "Product(s)" shall mean such Shaw product sold to Buyer pursuant to this Sale Agreement.

2. Relationship of Parties. Shaw and Buyer are independent entities, where Buyer is purchasing Product from Shaw for its use or for resale when so permitted. If Buyer is otherwise authorized by Shaw to sell and distribute a Product, Shaw 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 Shaw. Shaw 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 Shaw, to create any liability against Shaw or to exert any direction or control over Shaw's 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. Shaw 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 carrier is made solely at the discretion of Buyer, and Shaw makes no representation as to the acceptability of a particular carrier. Except when Shaw expressly publishes Special Offers or otherwise agrees in writing, Shaw does not guarantee shipment or delivery by a certain date or time, although Shaw will strive to deliver a Product by the date that it may communicate to Buyer. Shaw 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 Shaw or otherwise. Shaw reserves the right to backorder any Product and to ship from backorder in such order as Shaw determines.

4. Cancelled Orders and Returns. No order may be cancelled or Product returned to Shaw unless done so in accordance with Shaw's Cancellation/Return Policy. Orders for standard Product may be cancelled prior to shipment provided that Shaw receives proper notice from Buyer and approves the cancellation, assigning a cancellation number. Special orders, orders for nonstandard product, and orders where the Product is cut, altered, or prepared at the request of Buyer may not be cancelled or returned at anytime unless expressly agreed to in writing by Shaw. Returns for standard Product can only be made if approved by Shaw and documented by Shaw 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 Shaw. All refused or cancelled orders, as well as all other Shaw authorized accommodation returns, are subject to Shaw's applicable restocking fee plus freight charges for delivery and return. Title in a returned Product will pass when Shaw takes possession of the Product and verifies the Product with an approved Return 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, pieces of wood, etc.; (ii) natural characteristics exist (i.e., wood Products may have mineral streaks, knots or grain variations); (iii) cut and measurement variances occur (i.e., a Product's

actual sizing may vary by as much as ten (10%) from measurements stated on a final order description); and (iv) shrinkage, separation, expansion and warping occur, even when the Product is properly installed (i.e., a wood Product may expand or contract due to seasonal and temperature changes, thereby creating separation between boards). As a result, Shaw 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, Shaw 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. Shaw reserves the right to change its Products and the components of its Products (i.e., backing, yarn system, etc.) without prior notice, although in circumstances where an order from Buyer has been accepted by Shaw, Shaw will use commercially reasonable efforts to ensure that such change will not affect Product performance in a materially adverse manner.

6. Prices and Payment. Shaw generally makes its price for a Product known through its price lists and sales quotes, although prices are subject to change without notice. Shaw makes no guaranty that a previously quoted price is available at the time an order is placed. Each request for Product will be filled at the prices set forth on the Invoice, or, if no price appears, at Shaw's then current list price for the Product at the time such 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 Shaw Invoice. Payment shall be made only by the method authorized by Shaw, which includes U.S. cash currency, and when due. Should Buyer be permitted to make payment by using ACH, Buyer authorizes Shaw to debit the account(s) specified by Buyer and to continue to do so for other payments until such time as Shaw receives written instruction from Buyer to no longer do so. Buyer acknowledges that payments may not be cancelled by it once they are sent or made. Buyer certifies that all account information provided to Shaw for payment shall be current, accurate and complete. Any early payment discount is forfeited if Buyer's check or payment is returned for any reason. All returned checks are subject to Shaw's then current check return charge. Shaw 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 monies are or become due to Buyer from Shaw or any entity owning, owned by or under common ownership as Shaw, then Shaw may be offset and/or reduce any such amounts owed by the amount of money that Buyer owes Shaw for any reason. If Buyer elects to receive invoices through electronic means, then the Buyer will be responsibility for providing and updating an email address for receipt of invoices. If Buyer agrees to electronic receipt of invoices, the same terms and conditions will apply.

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 purchases from Shaw (other than those based on the net income of Shaw), including without limitation, federal, provincial, state and local taxes, value-added taxes, goods and services taxes, stamp, documentary, excise or property taxes, duties and other governmental charges.

8. Limited Warranty. Provided that a Product is not altered or damaged by someone other than Shaw, and for up to one year from the date that Shaw ships the Product to Buyer, Shaw hereby warrants that such Product (other than Promotional or Irregular Goods, as described below) shall (i) conform to Shaw's published specifications and generally released consumer/enduser 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 Shaw, 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 Shaw's sole discretion, Shaw will either replace or repair a Product that does not conform to an applicable Shaw warranty; provided, however, that Shaw shall not be responsible to replace or repair a Product which have been damaged or altered by Buyer or its customers. With respect to a Product sold as "Promotional" or "Irregular" Goods by Shaw, including, without limitation, drops, discontinued items, seconds or the like, such Product is sold to Buyer "AS IS/WHERE IS" without any warranty of any kind except as otherwise expressly agreed to or published by Shaw. **EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHAW 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.**

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 Shaw, 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.

9. Indemnity; Liability Limitation. Buyer hereby agrees to indemnify, reimburse in full, defend and hold harmless Shaw, its parent, subsidiaries, affiliates, officers, directors, personnel and agents from and against any and all liability, claims, suits, actions, 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 Sale Agreement; (c) that Buyer's customers or a third party may make against Shaw based upon or arising from damage due to the acts and/or omissions of Buyer or due to the installation of a Product; (d) related to the failure of any payment sent or made by Buyer to be honored or to satisfy the requirement of this Agreement; (e) for infringement or misappropriation of a third party's intellectual property rights based upon Shaw'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 Shaw cannot limit or disclaim, (i) Shaw'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 Shaw for the applicable Product and (ii) Shaw 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 Shaw has been advised of the possibility of such damages.

10. Trademarks. For each Buyer who has otherwise been authorized by Shaw to resell or distribute Shaw Product, Shaw 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 Shaw 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 Shaw 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 Shaw. Shaw shall retain sole ownership of all goodwill associated with the Marks and each Product, as represented and symbolized by the Marks.

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

12. Cancellation. Shaw 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 Shaw shall not constitute a waiver or release of any other rights and remedies of Shaw in contract or provided by law or at equity.

13. Entire Agreement; Modifications. Each Sale Agreement constitutes the entire agreement between Shaw 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 representative of Shaw. Shaw reserves the right to make reasonable changes to a Sale Agreement, including changes as to packaging, testing, specifications, 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 Shaw.

14. 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 Shaw 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 against Buyer by Shaw may, at Shaw's option, be instituted in the courts above identified for the State of Georgia or in the state in which Buyer maintains its principal 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 invalid 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 Shaw shall be in writing; notices provided from Shaw 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 conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

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

16. Assignment. Buyer shall not assign, transfer or sublicense this Sale Agreement, or any rights or obligations herein, without the prior written consent of Shaw. Any assignment or attempt to assign this Sale Agreement, in whole or in part, by operation of law or otherwise, without Shaw's prior written consent shall be null and void. Shaw 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.

17. Confidential Information. Buyer agrees to receive and hold Confidential Information of Shaw in trust and in strictest confidence and shall not use, reproduce, distribute, disclose or otherwise disseminate any Confidential Information except as necessary to perform its obligations hereunder. Disclosures of the Confidential Information may be made only to Buyer's employees and agents who have a specific need to know and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means confidential information relating to the business, products and services of Shaw, which is or has been disclosed to Buyer, and which has value to Shaw and is not generally known to Shaw's competitors, including (without limitation), information regarding product specifications and product plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, R&D activities and know-how.