



STOELZLE GLASS GROUP

TERMS AND CONDITIONS OF SALE

1. GOVERNING TERMS: ORDERS

- 1.1. These terms and conditions (this "Agreement"), the applicable order acknowledgment or other order acceptance documentation (each such document executed by Seller in writing, an "Order Confirmation"), and all documents incorporated by reference therein, binds Stoelzle Glass USA, Inc. ("Seller"), and the buyer listed on the Order Confirmation ("Buyer"), and constitutes the entire agreement between Buyer and Seller for Seller's provision of services ("Services") and/or the sale of goods ("Goods"), as applicable. Seller's acceptance of an order for Goods and/or Services (each an "Order") is limited to the terms hereof and of the Order Confirmation and Seller hereby objects to any additional or revised terms proposed by Buyer.
- 1.2. No revision of or addition to this Agreement shall be effective unless agreed to in writing by Seller. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this Agreement. In the event of any inconsistency or conflict between this Agreement, and Order, or the Order Confirmation (or any document incorporated therein), the terms of this Agreement shall prevail unless Seller expressly provides otherwise in the Order Confirmation.
- 1.3. The terms of Buyer's Order shall not be binding on Seller absent express incorporation of such terms in the Order Confirmation. IN NO EVENT SHALL ANY SELLER AFFILIATES, SUBSIDIARIES OR PARENT COMPANIES HAVE ANY LIABILITY OR OBLIGATION UNDER THIS AGREEMENT OR ANY ORDER AND BUYER MAY ONLY LOOK TO SELLER FOR FULFILLMENT OF THE OBLIGATIONS UNDER EACH ORDER CONFIRMATION. No Seller representative or salesperson is authorized to bind Seller to any promise or understanding not expressed herein or in the Order Confirmation.

2. PRICES AND PAYMENT TERMS

- 2.1. Buyer shall pay Seller for the Goods and/or Services at the price set forth in the applicable Order Confirmation, or if no prices are set forth therein, in accordance with Seller's then current rate for such Goods and/or Services. Notwithstanding the foregoing, all prices are subject to adjustment by Seller without notice to Buyer at any time prior to shipment (including after execution of an Order Confirmation) in the event that the prices or costs related to any component, materials, parts, commodities, energy or labor utilized in connection with the Products and/or Services have increased following the acceptance of any Order. Any such pricing adjustment shall be reflected in the invoice for Goods and/or Services that is transmitted from Seller to Buyer in accordance with the terms and conditions hereof. Buyer may not withdraw any Order for the purchase of Goods and/or Services unless Seller fails to accept such Order in writing within thirty (30) days of Seller's receipt of such Order from Buyer.
- 2.2. All prices are in U.S. Dollars and 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 or in connection with the sale of Goods and/or Services (collectively, "Taxes"). Buyer shall be responsible for all Taxes. Seller may, in its discretion elect to invoice Buyer for Taxes; if Seller does not collect Taxes from Buyer, Buyer shall be responsible for paying the Taxes directly to the applicable taxing authority. Should Buyer claim an exemption from any Taxes, Buyer shall provide Seller a copy of such exemption and any supporting documentation reasonably requested by Seller. It shall be Buyer's responsibility to ensure that Buyer's proof of exemption status remains current. Buyer shall indemnify, defend and hold Seller harmless from any liability, damage, loss, claims or penalties incurred by Seller (or its affiliates, parent companies, or subsidiaries) as a result of Buyer's failure to pay Taxes or breach of this Section 2.2.
- 2.3. Payment is due within thirty (30) days following the date of Seller's invoice. Buyer will receive a two percent (2%) discount for payment received by Seller within ten (10) days of the date of invoice. Payments shall be made by Buyer without any deduction or set-off. Payment shall be made by wire transfer of immediately available funds, unless otherwise specified in the Order Confirmation. Unless otherwise agreed in writing by Seller, payment shall be made in U.S. dollars. If Buyer fails to make payment when due, Seller may charge Buyer interest on the past due amount at the rate of one and one quarter percent (1.25%) per month, or the highest rate permitted by law, whichever is less, accruing daily. Buyer shall be liable to Seller for all expenses incurred by Seller to collect past due amounts, including attorneys' fees. Seller shall be entitled to suspend delivery until all past due amounts are paid by Buyer.
- 2.4. Seller may, in its sole discretion offer credit terms to Buyer on an Order by Order basis. In the event that the financial condition of Buyer is or becomes unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding, whether or not credit terms have been offered to Buyer.

3. DELIVERY AND SHIPPING

- 3.1. All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the Order. Seller shall not incur liability for delivery delays. Seller may make full or partial shipments in its sole discretion. Seller may deliver all or any part of Goods and/or Services in advance of Seller's estimated schedule. Where Buyer notifies Seller that it cannot take timely delivery of Goods, Seller may place such Goods in storage, at the risk of Buyer. Buyer shall incur a cost of US\$10 per pallet per month for all such Goods that remain in storage for over 60 days. Any such Goods that remain in storage over 120 days will

be automatically invoiced and either shipped to Buyer or scrapped, in each case, at Seller's sole discretion.

- 3.2. Unless otherwise provided for in the Order Confirmation all deliveries shall be made Ex Works (Incoterms 2020) at the Seller location specified in the Order Confirmation. All shipping, transportation, dispatch, shipping insurance and other similar costs shall be the sole responsibility of Buyer and shall be in addition to the prices set forth in the Order Confirmation. Upon making the Goods available to Buyer (or Buyer's carrier) at the Ex Works site specified in the Order Confirmation, risk of loss shall immediately pass to Buyer. Unless specifically otherwise instructed, Seller may, in its discretion and at Buyer's risk, determine the means of transport and the transport route as the Buyer's agent without incurring any liability to Buyer. Seller shall retain title to all Goods until the full amount is paid by Buyer for such Goods. Buyer shall promptly inspect all Goods made available to Buyer at the Ex Works delivery site and all such Goods shall be deemed accepted by Buyer unless Buyer notifies Seller of a defect prior to Buyer (or Buyer's carrier) pick-up and shipment.
- 3.3. Delivered volumes may vary from the volumes set forth in an Order Confirmation by +/- 10% without Seller being entitled to reject delivery or withhold payment. Seller shall not be required to give notice of any such variations other than in the applicable invoice. Packaging shall be of the type generally employed by Seller in the trade unless otherwise agreed in the Order Confirmation. Seller shall not be liable for damages caused by defective packaging if the packaging complies with Buyer's specific packaging instructions.
- 3.4. Any forecasts provided by Buyer for volumes of Goods to be procured, manufactured or sold by Seller shall be binding on Buyer. Buyer shall be responsible for payment for all Goods procured, manufactured or sold by Seller in accordance with Buyer's forecast regardless of whether an Order Confirmation has been delivered by Seller.

4. EXCUSE OF PERFORMANCE Seller shall not be liable for non-performance due to causes beyond Seller's reasonable control including, without limitation, failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble or interruptions, unavailability of materials or components, Buyer's actions or failure to act, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, pandemic, epidemic or other unforeseen circumstances or causes beyond Seller's reasonable control (each a "Force Majeure Event"). In the event of such non-performance, Seller's failure shall be excused and extended by an equal period of time to the duration of the Force Majeure Event.

5. CHANGE ORDERS: TERMINATION

- 5.1. Buyer may terminate or suspend an Order only upon Seller's written consent. In the event Seller agrees to such termination, Buyer shall reimburse Seller for all costs and expenses already incurred by Seller to complete the applicable Order, plus a ten percent (10%) administrative charge.
- 5.2. Seller may terminate any Order upon Buyer's breach of terms of this Agreement or the applicable Order Confirmation, if Buyer fails to cure such breach within five (5) days of Buyer's receipt of written notice from Seller, which notice shall describe the breach.
- 5.3. Seller reserves the option to make changes to Goods and/or Services if such changes do not materially affect form, fit, or function. Any material changes to Goods and/or Services covered by an Order that has been accepted by Seller shall only be valid if agreed upon in writing by Buyer and Seller.

6. LIMITED WARRANTY

- 6.1. Subject to the limitations contained herein, Seller warrants that (i) the Goods will be made available to Buyer in accordance with the specifications and requirements set forth in the applicable Order Confirmation and be free from defects in material and workmanship for the Warranty Period; and (ii) the Services will be performed in accordance with the requirements set forth in the applicable Order Confirmation.
- 6.2. Any claims that the Goods and/or Services failed to conform to the warranties set forth in Section 6.1 must be made by Buyer within six (6) weeks from (i) for Services, the date of performance for Services or (ii) for Goods, the date the Goods are made available to Buyer for Buyer's inspection (the "Warranty Period"). If Buyer fails to bring a claim within the Warranty Period, Buyer shall be deemed to have irrevocably waived its rights to bring any warranty claim under this Article 6. Goods purchased for resale by Buyer shall carry only the original warranty stated in Section 6.1 and Buyer expressly agrees that Seller shall not incur any liability to Buyer's customers or other third parties for warranty claims.
- 6.3. If Buyer discovers a warranty defect, Buyer must notify Seller within the Warranty Period. It shall be Buyer's responsibility to prove that the defect did not occur during shipment unless Seller expressly agrees to be responsible for shipment (and risk of loss associated therewith) in the Order Confirmation. Any components sourced from third parties shall only carry the original manufacturer warranty, if any, solely to the extent such warranty is assignable to Buyer.
- 6.4. If Buyer notifies Seller of a warranty claim within the Warranty Period, Buyer shall provide Seller an opportunity to inspect the purported defective Good and/or Service to determine if a defect is present. In the event that Seller determines the Goods and/or Services were defective in breach of the warranties set forth in Section 6.1, Seller shall, at Seller's discretion and as Buyer's sole and exclusive remedy with respect to such defect, either (i) repair or replace the defective Good (or re-perform the defective Services, as applicable); (ii) provide a credit to Buyer for future purchases of Goods and/or Services in an amount equal to the original purchase price of the defective Goods and/or Services; or (iii) provide a full refund for the defective Goods and/or Services. No Goods may be returned by Buyer unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Goods and/or Services repaired or replaced by Seller during the Warranty Period shall be in warranty for the remainder of the original warranty period or thirty (30) days, whichever is longer.
- 6.5. Buyer expressly acknowledges and agrees that Seller's obligations under this Article 6 do not apply to the following (i) if Buyer or another third party not authorized by Seller has made modifications to the Goods and/or Services; (ii) if a defect is caused in whole or in part by misuse, neglect, or improper care by Buyer or its agents; (iii) if Buyer does not use the Goods in accordance with the agreed upon specifications or purpose set forth in the Order Confirmation; (iv) if the defect is due to normal wear and tear or storage environment; or (v) if the defect constitutes a customary defect of parts manufactured in mass production, within the limits for acceptance as determined by Seller (see *Standard- AQL Parameters*).

- 6.6. Buyer shall, at its own expense, implement, maintain and upon Seller's request, provide Seller evidence of a traceability system that allows Buyer to track the sale of Goods through the batch number, the pallet number and the handling unit number (as applicable) to assist with the determination of the production charge from which the Good was sourced. Failure of Buyer to comply with this Section 6.6 shall void the warranties set forth in this Article 6.
- 6.7. THE WARRANTIES AND REMEDIES SET FORTH IN THIS ARTICLE 6 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

7. LIMITATION OF LIABILITY IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY HEREUNDER EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS AND/OR SERVICES PROVIDED BY SELLER THAT GIVES RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PROXIMATE, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES. THE TERM "CONSEQUENTIAL" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE. If Buyer transfers title to, or re-sells Goods sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller the protection of this Article 7. Any action against Seller related to an Order or these terms must be brought within eighteen (18) months after cause of action accrues.

8. INFRINGEMENT INDEMNITY

- 8.1. Subject to the limitations contained in this Section 8.2 Seller shall defend any suits brought against Buyer based on a claim that the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States held by a third party, and shall hold Buyer harmless from any damages actually awarded against Buyer arising out of such claim, provided that: (i) Buyer promptly notifies Seller in writing of the filing of such suit or the threat thereof, (ii) permits Seller to control completely the defense or compromise of such claim of infringement; (iii) and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit.
- 8.2. Buyer agrees that Seller shall not be liable for infringement or damages, nor shall Seller be required to defend claims in accordance with Section 8.1, if the infringement is based upon or relate to (i) Goods not manufactured by Seller, (ii) Goods that were not designed by Seller or (iii) Goods that were built specifically to Buyer's requested specifications or designs.

9. INTELLECTUAL PROPERTY RIGHTS All intellectual property (including processes, techniques, and specifications, whether or not patented or registered) owned by Seller or its licensors prior to execution of an Order shall remain owned by Seller (or its licensors, as applicable). All documentation, specifications, technical drawings, designs, and other works made, developed or conceived by Seller in connection with this Agreement shall be the sole intellectual property of Seller unless otherwise expressed provided in the applicable Order Confirmation.

10. EXPORT/IMPORT Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied or received.

11. CONFIDENTIAL INFORMATION All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement (collectively "Confidential Information") is confidential and shall remain the property of Seller. Buyer may only use Seller's Confidential Information solely as necessary to use the Goods and/or Services. Buyer may not disclose or copy Confidential Information unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller that contain Seller's Confidential Information. Seller shall be entitled to injunctive relief for any violation of this Section 11 without the necessity to post bond. This Section 11 does not apply to information that is: (a) in the public domain; or (b) known to Buyer at the time of disclosure as evidenced by Buyer's written records.

12. DISPUTE RESOLUTION

- 12.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or any Order or Order Confirmation, or the breach, termination, or validity thereof (a "Dispute"), the Buyer and Seller agree to first attempt to resolve the Dispute through good-faith negotiations between their respective senior management. Such negotiations shall commence within ten (10) days of one party providing written notice of the Dispute to the other Party and shall continue for a period of at least fifteen (15) days unless otherwise agreed in writing by the parties.
- 12.2. If the Dispute cannot be resolved through senior management negotiations, Buyer and Seller agree to submit the Dispute to final and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator in Pittsburgh, Pennsylvania, and the arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. The costs of arbitration, including administrative and arbitrator fees, shall be borne by the non-prevailing party as determined by the arbitrator.
- 12.3. This Agreement, all Orders and all Order Confirmations shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The venue for mediation and arbitration shall be in Pennsylvania.
- 12.4. Notwithstanding the dispute resolution mechanisms set forth in this Article 12, either party may seek interim or injunctive relief in any court of competent jurisdiction to prevent irreparable harm, pending the resolution of the Dispute through mediation or arbitration.

13. GENERAL PROVISIONS

- 13.1. Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. Seller may freely subcontract or assign any Order or the obligations thereunder.
- 13.2. If any provision of the Agreement, any Order or any Order Confirmation is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.
- 13.3. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited, to Section 7, Section 9, Section 11, Section 12 and this Section 13.
- 13.4. 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.
- 13.5. 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.
- 13.6. Each Order and Order Confirmation may be executed in one or more counterparts, each of which may be executed by less than all of the parties, all of which together will constitute one instrument and will be enforceable against the parties. Each Order and Order Confirmation may be executed by facsimile signature or any electronic signature.
- 13.7. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the other party at the addresses set forth on the face of the Order 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), email (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 13.4.