



**SCHOTT Gemtron Corporation / SCHOTT Gemtron (Canada) Corporation
General Terms and Conditions**

1. **CONDITIONAL ACCEPTANCE OF ORDER; ENTIRE AGREEMENT ON TERMS:** SCHOTT Gemtron Corporation's or SCHOTT Gemtron (Canada) Corporation's (each referred to herein as "SCHOTT Gemtron") acceptance of Purchaser's order and therefore, the formation of a valid contract for sale, is **EXPRESSLY CONDITIONED** on Purchaser's acceptance of the general terms and conditions as set forth herein and any additional terms and conditions indicated on SCHOTT Gemtron's quotation form as the exclusive terms and conditions applicable to Purchaser's order and the entire agreement of SCHOTT Gemtron and Purchaser with respect to the order. Purchaser will be deemed to have accepted these general terms and conditions and any terms and conditions indicated on the face of SCHOTT Gemtron's quotation form unless Purchaser shall object thereto in writing within five days from receipt of SCHOTT Gemtron's quotation form or upon Purchaser submitting an order to SCHOTT Gemtron, whichever occurs first. Neither SCHOTT Gemtron's commencement of performance, acceptance or confirmation of Purchaser's order, nor delivery of any products shall be deemed or constitute acceptance of any Purchaser additional or different terms and conditions. If any provision of the general terms and conditions as set forth herein, or any additional terms and conditions indicated on SCHOTT Gemtron's quotation form, is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the order or of any other provision of this Agreement and the invalid or unenforceable provision shall be replaced by a legally valid and enforceable provision coming closest (to the maximum legal extent) to the invalid or unenforceable provision.

2. **ADDITIONAL TERMS AND CONDITIONS:** The terms and conditions as set forth on SCHOTT Gemtron's quotation form or price lists shall be considered additional terms and conditions of this sale. SCHOTT Gemtron and the Purchaser acknowledge that all of the terms and conditions applicable to this sale reflect an acceptable allocation of the rights and obligations of the parties to this sale.

3. **EXPRESS WARRANTIES:** SCHOTT Gemtron warrants its products, to its original Purchaser only, subject to the following terms, conditions and restrictions for the period of time indicated. **SCHOTT GEMTRON ASSUMES NO RESPONSIBILITY FOR GLASS BREAKAGE.**
 - a. **TEMPERED GLASS:** SCHOTT Gemtron warrants for a period of one year from the date of SCHOTT Gemtron's sale that its tempered glass will meet, at the time of the sale, specifications as defined by ASTM Standard Specification for Heat Treated Glass C 1048, Kind FT, Condition A and either ANSI Z97.1, CPSC 16 CFR 1201 Category II or ANSI Z26.1 (AS-2 or AS-3) as specified by the purchaser.

CAUTION: SCHOTT Gemtron tempered glass must not be modified or receive any fabrication such as grinding, drilling, sand blasting, etc., subsequent to tempering. Such modification or additional fabrication may seriously weaken the glass or impair its tempered characteristics and also voids any SCHOTT Gemtron warranty provisions.
 - b. **OTHER FLAT GLASS PRODUCTS:** SCHOTT Gemtron warrants for a period of one year from the date of SCHOTT Gemtron's sale that all its flat glass products, other than products with their own individual warranties (preceding paragraph 3a), will meet, at the time of the sale, specifications as defined by ASTM Standard

Specification for Flat Glass C-1036.

NOTE: THIS WARRANTY IS VOID IF THE PRODUCT IS DAMAGED IN HANDLING OR INSTALLATION OR THE PRODUCT IS BROKEN.

4. **LIMIT ON REMEDIES:** In the event any SCHOTT Gemtron product fails to perform as warranted, SCHOTT Gemtron's sole responsibility and **PURCHASER'S SOLE AND EXCLUSIVE REMEDY** under any warranty, contract, negligence or other claim of liability shall be limited to a refund of SCHOTT Gemtron's original selling price or, at SCHOTT Gemtron's option, furnishing the Purchaser with another product without charge F.O.B. the SCHOTT Gemtron shipping point nearest the product's installation. In no event shall SCHOTT Gemtron be liable for cost incurred in the removal of failed products, the installation of replacement products, **OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED AS NON-PERSONAL INJURY LOSSES.** In the event a product is replaced pursuant to any applicable SCHOTT Gemtron warranty, the replacement product is warranted only for the remainder of the warranty period applicable to the original product.
5. **DISCLAIMER OF IMPLIED WARRANTIES FOR ALL PRODUCTS:** SCHOTT GEMTRON MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY OTHER MATTER. In particular, SCHOTT Gemtron assumes no responsibility for glass breakage, improper usage, failure of products on account of faulty installation or building construction or design, improper handling, customer processing or fabrication (including application of coatings, films, etc.) or failure to follow SCHOTT Gemtron's instructions regarding the products. No distributor, representative agent or employee has the authority to alter or change any product warranty, either orally or in writing. SCHOTT Gemtron shall not be liable for any allegedly defective production unless SCHOTT Gemtron first has the right to inspect such product and verify the defective condition.
6. **SUITABILITY OF PRODUCTS:** Purchaser shall be solely responsible for determining the suitability for use of the products purchased from SCHOTT Gemtron. Representations by employees or agents of SCHOTT Gemtron (other than the warranties specified herein) concerning the suitability of SCHOTT Gemtron's products are not authorized by SCHOTT Gemtron and may not be relied upon by the Purchaser.
7. **SAFETY SPECIFICATIONS:** Purchase orders for safety glazing materials must reference a drawing provided to SCHOTT Gemtron with any safety standard to which the glass must be manufactured, certified and labeled.
8. **PERMISSABLE VARIATIONS, STANDARDS AND TOLERANCES:** Except in the particulars specified by purchaser and expressly agreed to in writing by SCHOTT Gemtron, all material shall be produced in accordance with SCHOTT Gemtron's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality; and deviations from tolerances and variations consistent with practical testing and inspection methods. Suppliers to SCHOTT Gemtron, and identity of the materials or components used in Schott Gemtron's products, shall be proprietary to SCHOTT Gemtron. SCHOTT Gemtron reserves the right at any time during performance of this order and without notice to or approval by Purchaser to substitute materials or

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components, of like kind, meeting or exceeding applicable regulatory agencies and meeting contract specifications, used for products manufactured for Purchaser under this order or to make any other modifications or changes to the Products or processes or equipment used in their manufacture that do not materially affect Product performance or compliance with the contract specifications.

9. **CHANGES IN ORDER:** Purchaser may not make any changes to this order without SCHOTT Gemtron's approval. SCHOTT Gemtron reserves the right to void any quotation for price or terms in the event the Purchaser to whom such quotation is made changes the order with respect to any factor reflected in price or other terms originally ordered or quoted.
10. **FORCE MAJEURE:** SCHOTT Gemtron is not responsible or liable or in default for any delay or failure in performance of any part of Purchaser's order to the extent that the delay or failure is due to causes beyond SCHOTT Gemtron's reasonable control, including but not limited to war, hostilities, terrorism, riots, civil disturbances, strikes, work stoppages, accidents, production delays, shortages of or inability to reasonably obtain labor, raw materials, components or energy, acts of God, natural disasters or phenomenon, epidemics, quarantines, delays of carriers, or priorities or actions or omissions of government or any department or subdivision thereof (including but not limited to changes in laws or regulations), or any other circumstance that is not within SCHOTT Gemtron's reasonable control that affect manufacture or shipment of the products in accordance with the terms of this contract or SCHOTT Gemtron's established practices and procedures ("Force Majeure"). This shall also apply in case Force Majeure affects a third party, including but not limited to SCHOTT Gemtron's affiliates or other suppliers, whose performance is necessary for SCHOTT Gemtron's fulfillment of its obligations under Purchaser's order. If Force Majeure causes shortages in SCHOTT Gemtron's supply of products or materials necessary to produce the products, SCHOTT Gemtron may, without obligation to obtain similar products or such materials from other sources, first satisfy its own requirements and the requirements of its divisions, subsidiaries and affiliates for such materials and products and then allocate the remainder among its customers in a manner and amount that, in SCHOTT Gemtron's sole judgment, is fair and reasonable.
11. **DELIVERY TERMS. SCHOTT GEMTRON ASSUMES NO RESPONSIBILITY FOR BREAKAGE IN TRANSIT:** Delivery terms are EXW (Incoterms 2020) SCHOTT Gemtron's facility, unless otherwise agreed to in writing by SCHOTT Gemtron. Breakage on arrival should be noted on Bill of Lading and a claim filed **PROMPTLY** with carrier.
12. **PREVAILING PRICE:** Unless specifically indicated otherwise in writing, all orders at the prevailing price are deemed to be at the price prevailing on the date of shipment.
13. **FINAL ACCEPTANCE OF ORDERS:** All orders are subject to final acceptance at SCHOTT Gemtron's General Office in Sweetwater, Tennessee.
14. **CHANGE OF TERMS:** Prices and terms and conditions of sale are subject to change by SCHOTT Gemtron without notice. SCHOTT Gemtron shall have the right to adjust the price of the products that are the subject of Purchaser's order at any time in the event of an increase in SCHOTT Gemtron's costs to supply the products due to increases in the cost of energy, material, labor, freight/shipping, and/or governmental charges (such as duties, tariffs or taxes). The adjustment in the price shall be one corresponding to such increase in cost. SCHOTT Gemtron will provide Purchaser with written notice of such price increase.
15. **PRICE QUOTATIONS AND PAYMENT:** All prices are quoted and payable in U.S. dollars.

Payment terms are net thirty (30) days from the date of invoice, unless otherwise agreed to in writing by SCHOTT Gemtron. SCHOTT Gemtron may charge Purchaser interest for all late payments computed on a daily basis from the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is less. Purchaser is responsible for and shall pay all costs, fees and expenses, including reasonable attorneys' fees and the fees of collection agencies, incurred by SCHOTT Gemtron in enforcing any of the terms, conditions or provisions hereof or in protecting SCHOTT Gemtron's rights herein or with respect to past due Purchaser accounts. SCHOTT Gemtron reserves the right to establish and/or change credit and payment Purchaser's financial condition or previous payment record warrants that action. Further, on delinquent account, SCHOTT Gemtron shall not be obligated to continue performance under any agreement with Purchaser.

16. **PAYMENT OF TAXES:** Any federal, state or municipal tax, duties, tariffs, fees or other governmental charges imposed by virtue of the manufacture, sale, use, import, or export of the products hereunder shall be added to the invoice and paid by the Purchaser without discount.
17. **NON-WAIVER:** No waiver by SCHOTT Gemtron of a breach of any of the terms and conditions of this sale by Purchaser shall be valid unless made by SCHOTT Gemtron in writing and any valid waiver shall not be construed as a waiver by SCHOTT Gemtron of any other breach. The mere passage of time shall not constitute a waiver under the terms and provisions of this sale.
18. **WAREHOUSING:** Prices in SCHOTT Gemtron's price lists are for quantities ordered for production and shipment at one time. The warehousing charge of 1-1/2% per month will be applied to invoices covering material which has not been picked up or released for shipment within thirty days after notification that the order is ready.
19. **CANCELLATIONS:** Cancellation of any acknowledged order from SCHOTT Gemtron must be approved in writing by SCHOTT Gemtron. If approved, SCHOTT Gemtron shall be entitled to receive, upon demand, liquidated damages of not less than 10 percent (10%) of the purchase price of the order, plus the cost of all materials and work furnished or done upon time of the cancellation by the Purchaser.
20. **SECURITY INTEREST IN GOODS:** SCHOTT Gemtron retains a first priority security interest in the products delivered to Purchaser, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral"), to secure payment of all amounts due under this order. If Purchaser fails to pay any amount when due, SCHOTT Gemtron shall have the right to repossess and remove all or any part of the Collateral from Purchaser. Any repossession or removal shall be without prejudice to any other remedy of SCHOTT Gemtron hereunder, at law or in equity. Purchaser agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by SCHOTT Gemtron to transfer, create, perfect, preserve, protect and enforce this security interest.
21. **ASSIGNMENT:** Purchaser's order shall not be assigned in whole or in part by either party without the prior written consent of the other party, except that SCHOTT Gemtron may assign its rights, liabilities and obligations arising out of Purchaser's order to one or more of its subsidiary or affiliated companies without Purchaser's consent.
22. **FORUM FOR DISPUTES:** Any and all disputes, claims or actions arising out of or related to Purchaser's order shall be brought in the state or federal courts of competent jurisdiction located in Westchester or New York Counties within the State of New York and the parties

hereby consent to the personal jurisdiction and venue of such courts with respect to such disputes, claims or actions. SCHOTT Gemtron may also bring an action against Purchaser in any court of competent jurisdiction located in the state or province of SCHOTT Gemtron's or Purchaser's place of business.

23. **GOVERNING LAW:** The construction, interpretation and performance of this order and all transactions under it shall be governed by the laws of the State of New York, excluding any of its conflicts of law provisions. SCHOTT Gemtron and Purchaser specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

24. **LIMITATION PERIOD ON CLAIMS:** No claim or cause of action by Purchaser arising from or related to this order may be brought at any time more than twelve (12) months after the facts occurred upon which the claim or cause of action arose.

25. **LIMITATION OF LIABILITY: SCHOTT GEMTRON'S ENTIRE AND AGGREGATE LIABILITY FOR ALL PURCHASER CLAIMS ARISING UNDER THIS ORDER SHALL IN NO EVENT EXCEED SCHOTT GEMTRON'S NET SALES PRICE FOR THE PRODUCTS PURCHASED UNDER PURCHASER'S ORDER THAT CREATE SUCH LIABILITY. SCHOTT GEMTRON SHALL NOT BE LIABLE TO PURCHASER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM MADE IN CONNECTION WITH OR ARISING OUT OF THIS ORDER, THE PRODUCTS, OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS, OR OTHERWISE.**