

1. ENTIRE CONTRACT: This Purchase Order ("PO") is an offer by AGC Flat Glass North America, Inc. d/b/a AGC Glass North America ("AGC") to the party that receives PO ("Seller") to purchase goods or services, or both, ("G&S") and consists of (i) these terms and conditions ("POTC"), and (ii) any quantities, prices, descriptions, drawings, specifications, plans, samples, data, instructions, delivery schedules or other information provided by AGC on the front hereof, attached hereto, or expressly incorporated herein by reference ("PO Specs"). AGC and Seller are collectively referred to herein as "Parties" and singular as "Party"; "days" as used herein shall mean calendar days, excluding federal holidays, unless otherwise expressly noted. Receipt hereof by Seller is not an acceptance by AGC of Seller's offer to sell; rather, Seller's acknowledgement or confirmation of PO (written, electronic or otherwise), non-rejection of PO in writing within ten (10) days of receipt, commencement of work on PO, or delivery or performance of G&S pursuant to PO, is an acceptance of PO by Seller. PO is the entire agreement of AGC and Seller on the subject matter hereof, and all previous agreements, understandings or representations relating hereto, either written or oral, are hereby annulled and superseded. Unless otherwise provided herein, PO may not be modified except in writing signed by AGC specifically stating that it amends PO. No terms stated by Seller in any document issued in connection with the sale of G&S, or in accepting or acknowledging PO, are binding on AGC except as expressly agreed to in writing by AGC. AGC may purchase same or similar G&S at any time from other parties; no relationship of exclusivity between the Parties is intended nor shall be construed from PO. Seller hereby waives any right to require AGC to purchase any minimum amounts and shall use best efforts to supply all of AGC's requirements in accordance with PO Specs, subject to POTC Section 7.

2. REPRESENTATIONS & WARRANTIES: Seller represents and warrants it has full power to enter into and perform its obligations under PO. Seller hereby represents it is highly skilled, knowledgeable and has the necessary expertise in the production and supply of G&S. Seller warrants that all G&S shall (a) conform to all PO Specs, (b) be merchantable, (c) be fit for their intended purposes, (d) be free and clear of all liens, security interests, and other encumbrances, (e) be free from defect in design, materials and workmanship, (f) not infringe, misuse or misappropriate any patents, trademarks, trade secrets, copyrights, or other intellectual property ("IP") rights of any third-party by reason of either Party's manufacture, use, sale, or offer to sell the G&S (alone or in combination), (g) conform to Seller's published specifications, including, but not limited to, those made publicly available by Seller, and all information on applicable labels, decals and stencils ("Labels"), literature and Material Safety Data Sheets ("MSDS"), (h) have Labels, Certificates of Analysis ("COA"), and MSDS that are (i) accurate, (ii) adequate to fully advise those who come into contact with G&S of the safety requirements and hazards associated with G&S and (iii) in compliance with all industry standards and applicable laws, rules and regulations, (i) comply with all applicable laws, standards and regulations in effect on date of delivery or known in the relevant industry as of such date, (j) not be subject to US countervailing duties or fees, and (k) be produced and supplied pursuant to the highest standards of the industry. Seller warrants its performance hereunder will fully comply with all applicable laws, standards and regulations at all times. These warranties run to AGC, its customers, and users of AGC's goods and services and will survive any delivery, inspection, acceptance of, or payment for G&S by AGC. These warranties are cumulative and in addition to any other warranties provided at law or in equity.

3. CONFIDENTIALITY: Seller shall treat PO Specs and any other information provided orally, in writing, or otherwise by AGC as confidential information ("CI"). AGC shall have full right, title and interest in CI at all times and Seller shall make no claim thereto. Seller shall only use CI in performance of PO, not share CI with any third-parties without AGC's express written consent, and promptly, not later than five (5) business days, return CI to AGC upon AGC's request. If AGC and Seller have executed a non-disclosure agreement or confidentiality agreement ("NDA"), and if the term of the NDA ends before term of PO, then the term of the NDA will automatically extend to match the term of PO.

4. PRICE & PAYMENT: Price specified in PO is complete and includes all charges for crating, packing, storage, transportation and delivery to Destination (see POTC Section 5), and all governmental (local, state or national) and regulatory charges, surcharges, fees, taxes or the like ("Taxes") that Seller is required by domestic or foreign law to collect from AGC. Seller shall separately state such Taxes on its invoices to AGC. Seller shall make payment of all Taxes. No additional charges, surcharges, fees, taxes or the like may be added. No later than five (5) business days from AGC's request, Seller will provide AGC with evidence of payment of Taxes to respective authorities receiving Taxes. If price is not stipulated in PO, then Seller shall not fill PO at any price higher than that last quoted in writing or charged by Seller to AGC, whichever is lesser. Unless otherwise specified, prices in PO are firm for any PO quantity or term specified. No increase in price of G&S by Seller will apply to PO or be effective against AGC without prior written consent of AGC. Seller shall provide AGC with pricing and terms for G&S that are not less favorable than those provided to other purchasers. If Seller reduces price for G&S, then Seller shall also immediately reduce price to AGC accordingly and refund to AGC any excess amount paid from the point in time of the initial price reduction. At any time during term of PO, if AGC receives from another source an offer to sell G&S of like quality, as determined by AGC, to that offered by Seller at a lower effective price (including delivery) than that under PO, AGC may request Seller to match such competitive offer. If within five (5) business days after date of AGC's request Seller has not agreed to match such competitive offer, then AGC may purchase such G&S from such competitive source and the quantity so purchased will be deducted from PO. AGC shall have no responsibility to Seller for any consequential, reliance, or direct or indirect costs or losses of Seller whatsoever related to AGC's election to purchase G&S from another source including, but not limited to, those related to design, engineering, or overhead expenses. Unless otherwise set forth in PO or agreed to in writing by the Parties, Seller shall send invoices (i) promptly, (ii) only after shipment of G&S and (iii) to AGC's address as stated on PO. Payment terms are net forty-five (45) days from (i) AGC's acceptance of G&S covered by PO, or (ii) AGC's receipt of a correct

invoice, whichever is later. AGC will have no obligation whatsoever to pay for any G&S if the invoice for such G&S is not received by AGC within ninety (90) days after shipment of G&S. AGC will pay invoices in accordance with payment terms and currency set forth in PO, which, unless otherwise stated, will be U.S. Dollars. AGC may make payment by any means satisfactory to AGC, including, but not limited to, check or wire transfer. Without prejudice to any other of AGC's rights or remedies, AGC may withhold or set off, at any time, (i) any amounts invoiced by Seller that are disputed by AGC or (ii) amounts owing to Seller arising out of PO or any other agreement with Seller.

5. SHIPMENT & DELIVERY: Time is of the essence. Seller shall ship and deliver G&S (i) in quantities, (ii) at times, and (iii) to the delivery location ("Destination") specified in PO. If Destination is not listed on front of PO or unclear, then Seller shall confirm Destination with AGC prior to delivery. Seller shall pack, mark and prepare G&S as to prevent damage or deterioration, secure lowest transport rates, comply with carrier regulations and otherwise conform to PO Specs. If PO specifies "carload" or "truckload" quantities, then Seller shall load G&S such as to qualify for carload or truckload freight rates; Seller is responsible for payment of any extra charges incurred for not having so qualified. Seller is responsible for payment of all delivery costs to Destination, including advance payment for G&S purchased "delivery included", FOB Destination, postpaid, or anything signifying the same, and shall indicate this on the bill of lading ("B/L"). If any Seller invoice to AGC for delivery costs paid by Seller on AGC's behalf does not include copies of PO, B/L, and carrier's "paid" invoice, then AGC may withhold payment until such is provided. For every delivery, Seller shall include an original B/L with carrier name, shipper number, carrier number, route, vehicle number, packing materials, description and quantity of G&S, special marks and exceptions, weight, rate, and charges, a packing list with PO number, description and quantity of G&S, and any other documents requested by AGC. Title and risk of loss of G&S pass to AGC upon delivery to Destination and acceptance thereof by AGC. If there is a dispute as to weight of G&S delivered, then weights taken by AGC, if any, at Destination will govern. Seller shall immediately notify AGC if performance is delayed or likely to be delayed; upon Seller's notification of delay or untimely delivery, in addition to any other rights or remedies it may have under law, hereunder or otherwise, AGC may (i) reject Seller's delayed performance, or untimely delivery, respectively, without any obligation whatsoever to Seller, or (ii) require Seller to deliver G&S on a delayed basis, or accept untimely delivery, respectively, with price of G&S discounted at a rate of two percent (2%) per ten (10) calendar days of delay, or a rate otherwise agreed upon by the Parties in writing, measured from original delivery date specified in PO. If, for any reason, Seller cannot timely meet AGC's delivery requirements, then Seller shall thereafter make best efforts to ship G&S by the most expeditious means at Seller's expense and invoice only the amount AGC would have paid for normal timely shipment.

6. INSPECTION & ACCEPTANCE: "Nonconforming G&S" means G&S that (i) do not meet PO Specs to AGC's sole satisfaction or (ii) cause Seller's breach of POTC. AGC (or its designees), at any time, may inspect G&S, and/or repair or replace any Nonconforming G&S at Seller's sole cost. Any inspections or remedial measures shall take place at a time and place satisfactory to AGC. Any payment or conditional acceptance by AGC for G&S shall not be construed or deemed as final acceptance by AGC. Acceptance or payment will not waive or limit any of AGC's rights or remedies. In addition to any other of its rights or remedies at law or in equity, hereunder or otherwise, AGC may, in its sole discretion, and at Seller's sole risk and expense, including, but not limited to, all shipping and handling costs (both ways), (i) return Nonconforming G&S to Seller for full refund or credit, (ii) have Seller replace Nonconforming G&S, (iii) have Seller repair Nonconforming G&S, or (iv) accept Nonconforming G&S conditioned on Seller refunding or crediting AGC an amount that represents diminished value of Nonconforming G&S. For all G&S under this PO, Seller provides, or shall be deemed to provide, the longest of the following: (i) a one (1) year warranty against defects in materials and workmanship, (ii) any warranty agreed to by AGC and Seller, or (iii) Seller's standard warranty with respect to specific G&S; the warranty period starts upon delivery and acceptance of G&S by AGC.

7. MONTHLY PO/CHANGE ORDERS: AGC may, without written amendment, unilaterally issue monthly POs that modify annual POs as to quantity of G&S ordered; such monthly POs will not supersede the annual POs except as stated in the monthly PO. AGC may at any time issue written change orders to PO Specs including, but not limited to, those related to testing, inspection, method of packing and shipping, place of delivery, shipping instructions, quantity, and delivery schedules. Seller shall not make changes, substitutions or cancellations to PO or PO Specs or G&S without AGC's written approval. Seller shall follow AGC's change orders and, if any change in cost or delay in delivery of G&S is expected, notify AGC within three (3) business days from receipt of a change order including stating in detail the change in cost or delivery schedule. Seller shall continue to make best efforts to perform under PO, as changed, pending agreement on either equitable adjustment of cost or delivery schedule, or both. If Seller fails to comply with this change order procedure, then Seller irrevocably waives all claims for increased cost or extension of time for performance. AGC's change order may be in the form of an email or other communication, at AGC's discretion.

8. QUALITY CONTROL, MSDS, AGC'S PROPERTY: Seller shall maintain the highest standards of quality control, including inspection and testing, at all times, to ensure that G&S fully conform to PO Specs. At AGC's request, Seller, at its cost, shall substantiate inspection and testing results immediately. AGC may, at any time, inspect G&S and facilities of Seller or its suppliers. AGC's inspection will not relieve Seller of its warranties or obligations hereunder. Notwithstanding any AGC inspection, G&S are subject to AGC's final inspection and acceptance at Destination. AGC also may conduct testing on G&S at any time and in any manner it so chooses, and may reject the G&S, in whole or in part, at any time, based on the results of such testing. Prior to delivery of any G&S under PO, Seller shall provide AGC with a copy of each applicable COA, and its current and future Labels and MSDS pursuant to hazard communications and notification requirements of 29

CFR §1910.1200 and 40 CFR §372 for all G&S delivered and indicate whether such G&S contain toxic chemicals or chemicals subject to the reporting requirements of §313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR §372. AGC will have no obligation to review the accuracy or adequacy of Labels or MSDS. AGC shall have full right, title and interest in and to any and all tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property ("AGC Property") purchased or provided to Seller for use in performing PO. Any such AGC Property on Seller's business premises is subject to immediate removal and return to AGC upon AGC's request without legal proceedings. If requested by AGC, Seller shall execute and return Form UCC-1 for AGC's filing, acknowledging AGC's Property.

9. SELLER'S EMPLOYEES, CONTRACTORS: Seller is solely responsible for managing, paying, training, transporting and ensuring safety of its employees and contractors who perform work for AGC hereunder ("Seller's Personnel"). Unless otherwise agreed to in writing, Seller is responsible for all travel and living expenses of Seller's Personnel incurred hereunder. Seller's Personnel shall (i) comply with all laws, (ii) conduct themselves professionally at all times, and (iii) comply with all AGC requirements and policies, including those related to facility safety, environmental, information technology, travel and expenses, unauthorized substances and other matters when working on AGC's premises.

10. DEFAULT: Upon default of any obligation hereunder, non-defaulting Party shall give notice in writing of such default to defaulting Party. If default is not cured within fifteen (15) days after giving notice, then PO may be terminated by non-defaulting Party. Such termination will not relieve the Party in default from the obligations under or from liability for breach of PO. Nonetheless, if any part of G&S does not conform to the warranties set forth in POTC Section 2, AGC may, without prejudice, terminate PO without Seller having the right to cure the default. Waiver by either Party of single default, or a succession of defaults, will not deprive such Party of any rights arising by reason of any other default.

11. LIENS: Seller knowingly waives any and all rights in, and shall not file, any liens or other encumbrances related to G&S or AGC Property, and shall ensure that its subcontractors and suppliers are bound by the same obligation. When requested, Seller shall provide AGC with lien waivers for itself, its subcontractors and suppliers in a form satisfactory to AGC. AGC may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations with respect to G&S have been satisfied. Seller shall indemnify and hold AGC harmless from and against all liens or other encumbrances filed related to G&S or AGC Property, whether by Seller or other party.

12. INDEMNITY: Seller hereby assumes the risk of all damage, loss, cost and expense for, and shall indemnify, defend (at AGC's sole option), and hold harmless AGC, and any other affiliated, related or associated companies, subsidiaries, parents, directors, officers, managers, employees, shareholders, agents, attorneys, representatives, insurers, contractors, subcontractors, and assigns of such named companies and entities, and all of their predecessors, successors, heirs, representatives and assigns, respectively, from and against all claims, demands, losses, damages, costs, expenses, penalties or liabilities (including without limitation attorneys' fees, court costs and expert fees) of any nature including, but not limited to, (i) any claim of death or injury to any person (including employees of Seller and AGC), (ii) damage to property (including loss of use thereof), and any and all suits, causes of action and proceedings related thereto, and (iii) Seller's, or its affiliates, directors, officers, employees, shareholders, agents, contractors, subcontractors and assigns: (a) breach of POTC, (b) negligence, (c) willful or unlawful conduct (d) violation of any applicable law, rule, regulation or ordinance, (e) breach of warranty (f) infringement of third-party rights, (g) non-payment of Taxes, (h) failure to pay a contractor or subcontractor, or its contractor or subcontractor's failure to fulfill its obligations to any party, and/or (i) defects in design, materials or workmanship of G&S. These indemnity obligations shall survive termination, completion, or suspension of PO.

13. IP: Seller shall assign to AGC all right, title and interest in any IP, including, but not limited to, drawings, designs, creations or inventions, arising out of or resulting from G&S or this PO. Such IP shall be deemed work made for hire, and Seller shall not exercise any unassigned IP rights against AGC. Seller hereby provides AGC an unlimited license to modify and use G&S. AGC shall have full right, title and interest to any derivative IP arising out of or resulting therefrom, and Seller waives and will not assert any rights whatsoever, including IP rights, thereto or against AGC in connection therewith.

14. FORCE MAJEURE: Neither Party will be liable for a failure to perform that arises from causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God or the public enemy, actions by government, fires, wars, or acts of terrorism. The affected Party will give written notice of such delay, including anticipated duration, to the other Party within seven (7) days from first date of delay. If Seller is unable to either produce or timely deliver G&S due to a force majeure event, then Seller must allocate its available supply of G&S to AGC on a first priority basis. In any force majeure event, AGC may (i) purchase G&S from others and reduce PO quantity accordingly, or (ii) cancel PO, without any liability whatsoever.

15. TERMINATION OR SUSPENSION: AGC may terminate or suspend all or any part of PO at any time and for any reason by giving written notice to Seller, and AGC will pay Seller only the portion of PO price for unpaid G&S that were completed or usable works in progress, to be determined by AGC as of date of such notice or a reasonable period of time thereafter. Upon receipt of such notice, Seller will, unless otherwise directed by AGC, immediately discontinue works in progress and immediately cancel all orders and subcontracts given or made pursuant to PO. Seller will submit any claim to AGC within thirty (30) days from the date of such notice or such claim will be forever waived. Payments made to Seller under this Section represent the sole responsibility of AGC and Seller shall not be entitled to any other costs, losses, damages, expenses, or remedies. AGC may also immediately terminate or suspend PO without liability upon (i) insolvency of

Seller, (ii) filing of a petition in bankruptcy by or against Seller, (iii) appointment of a receiver or trustee for Seller, (iv) execution of an assignment for the benefit of creditors by Seller, (v) Seller's inability to pay debts as they become due, (vi) failure to receive adequate assurance of due performance from Seller, in AGC's sole determination, upon AGC's demand therefor, or (vii) other comparable event. Seller shall reimburse AGC for all costs incurred by AGC in connection with any of the foregoing, including attorneys' fees.

16. ASSIGNMENT & SUBCONTRACTING: Seller may not (i) assign PO to a third-party or (ii) subcontract any of its obligations under PO, without AGC's prior written consent. Seller shall remain fully and primarily liable for performance of all subcontracted obligations and payment of all authorized subcontractors.

17. LIMITATION OF LIABILITY: IN NO EVENT WILL AGC'S LIABILITY OF ANY KIND WITH RESPECT TO ANY CLAIM FOR BREACH OR REPUDIATION OF ANY AGREEMENT INCLUDING, BUT NOT LIMITED TO, THIS PO, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE TO COMPLY WITH LAWS, RULES, OR REGULATIONS OR FOR ANY OTHER REASON WHATSOEVER INCLUDE ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, OVERHEAD, LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT WILL AGC'S TOTAL LIABILITY EXCEED THE PRICE FOR G&S AS SPECIFIED ON THE FACE OF PO.

18. GOVERNING LAW: PO shall be deemed to be a contract made under, construed in accordance with, and all disputes will be governed by, Tennessee law without regard to its conflict of laws rules. Seller irrevocably consents to the exclusive jurisdiction of the local, state and federal courts in and for the Eastern District of Tennessee and irrevocably waives any claim that any proceedings in such courts have been brought in an inconvenient forum. **SELLER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PO OR THE TRANSACTIONS CONTEMPLATED HEREBY.** If either Party is forced to file any action at law or in equity to enforce the terms of PO, the prevailing Party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled. Regardless of its construction and notwithstanding anything to the contrary herein, PO hereby incorporates by reference all UCC terms providing any protection to AGC including, but not limited to, all warranty protection (express or implied) and all of AGC's remedies under the UCC. If PO is construed as an offer, this offer expressly limits acceptance to the terms of PO and notice of objection to any different or additional terms in any response to this offer is hereby given. If PO is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained in PO. If PO is construed as a confirmation of an existing contract, PO states the exclusive terms of any contract between AGC and Seller. In no event will course of performance, course of dealing, oral agreement, contracts of indefinite duration or business expectancy or the like be applied in construing the relationship of the Parties hereto unless in the interests of AGC. PO provisions that vary from UCC will govern and supersede UCC. UN CISG does not apply to PO. Incoterms do not apply to PO unless specifically stated on the front of PO.

19. SEVERABILITY, REMEDIES, & SURVIVAL: If any term contained herein is held invalid or unlawful, such term will be severable from the remaining terms which will remain intact and in full force and effect. All rights and remedies granted to AGC in PO are in addition to and not in lieu or limitation of any of AGC's rights or remedies at law or in equity. AGC's waiver of any performance or breach by Seller of any PO term will not constitute a waiver of any other future performance or breach of the same or any other term. Any terms of PO which, expressly or by their nature, extend beyond the termination, expiration, or completion of PO, will survive any termination, suspension, or expiration of PO, including, but not limited to, Sections 2, 3, 6, 8, 11, 12, 13, 17, 18, 19, 20, 21, and 22. The remedies herein reserved by AGC are cumulative, and additional to any others provided at law or in equity. PO is executed in English, and in event PO is translated, this English version will govern all questions or interpretations and performance.

20. INSURANCE. From date of PO, and for three (3) years after delivery of G&S, Seller shall, at its own expense, maintain and carry insurance in full effect, including, but not limited to, commercial general liability of \$5,000,000 in general aggregate and at least \$2,000,000 per occurrence, \$10,000,000 umbrella liability, \$2,000,000 automobile combined single limit, and workers compensation as required by statute with a financially sound and reputable "A" rated insurer to satisfaction of AGC. Certificate of insurance must name AGC as an additional insured. If a policy is a "claims made" policy, Seller shall extend the policy to cover any claims related to PO. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against AGC's insurers and AGC. Upon AGC's request, Seller shall provide AGC with a certificate of insurance evidencing required coverages including endorsements waiving right of subrogation against AGC and adding AGC as an additional insured. Seller must provide AGC with at least thirty (30) days prior written notice before a cancellation or material change in Seller's insurance policies. Seller shall indemnify and hold AGC harmless for any breach of this Section 20.

21. RELATIONSHIP OF THE PARTIES: The relationship between Seller and AGC is that of independent contractors. Nothing contained in PO is intended to create, nor will it be construed as creating, any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties.

22. NOTICES: All documents, notices and communications to be given hereunder or in connection herewith must be in writing and signed (signing may be by an electronic signature), and will be deemed given to AGC upon proof of actual receipt. Copies of all notices shall be sent to: Law Department, AGC Flat Glass North America, Inc., 11175 Cicero Drive, Suite 400, Alpharetta, GA 30022.