1. ENTIRE CONTRACT: This Purchase Order ("PO") is an offer by AGC Flat Glass North America Ltd. 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 (the "PO Terms and Conditions") as set forth herein, and/or (ii) unless the parties mutually agree otherwise, the 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 specified in a writing from PO. AGC has no responsibility to Seller for any contractual, negligence, strict liability, fraud, intentional tort, or other damage suffered by Seller or any other party, 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 limiting any other remedies, if Seller fails to pay any billed amount when due, then (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. Unless otherwise expressly provided in PO, delivery is DDP (Incoterms®2010) Destination. 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 notify AGC immediately by phone or email of desired Location. In case of urgent problems, AGC may direct the shipper to deliver G&S to the other party at Seller's expense and invoice it to Seller. Seller shall have no responsibility to AGC for any untimely delivery. If Seller ships any G&S prior to receipt of AGC's written instruction, then Seller shall immediately notify AGC of such shipment, and AGC may require it return the same. AGC’s change order may be in the form of an email or other written form. If AGC is not satisfied with the delivery, then AGC shall have the right to take appropriate action to stop, divert, or return the shipment. Seller shall immediately notify AGC of any claim for non-delivery, or if delivery is made, then Seller shall provide written notice to AGC of any discrepancy in the number, description, weight, and condition of the G&S delivered.

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 rights or remedies at law or in equity, hereunder or otherwise, AGC may, in its sole discretion, (i) reject the Nonconforming G&S; (ii) repair or replace the Nonconforming G&S; (iii) charge Seller for any 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 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 change PO specifications, terms, or conditions at any time without notice to or liability to Seller. AGC’s contracts with its suppliers and vendors are separate pairs of transactions that may be separately priced. Without limiting any other remedies, if Seller fails to comply with any change order, then Seller shall remain fully liable under any existing contract and the remedy for any noncompliance with any change order shall 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 PO'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 the current inventory registry for the Labels and MSDS pursuant to hazard communications and notification requirements of federal and provincial occupational/workplace health and safety (“OHS”) and Workplace Hazardous Materials Information System (“WHMIS”) laws and regulations for all G&S delivered and indicate whether such G&S contain toxic chemicals or chemicals subject to federal or provincial requirements. Seller shall deliver such G&S shall be in compliance with all Canadian federal and provincial transportation of dangerous goods acts and regulations. Further, Seller warrants that all chemical substances furnished which are permitted to be reported to the Canadian Environmental Protection Act (“CEPA”) are listed within the chemical substances in the CEPA current inventory registry. AGC will have the 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, testing, 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 premises, at any time thereafter, shall remain the property of AGC, unless otherwise directed by AGC and shall be subject to AGC’s sole determination upon request without legal proceedings. If requested by AGC, Seller shall provide, execute and return for AGC’s filing, any information and/or paperwork required for filing a Personal Property Security Act (“PPSRA”) registration related to G&S hereunder 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 by AGC, Seller’s Personnel and AGC’s Personnel who perform work on AGC’s premises shall be considered independent contractors and in no event shall the parties be considered joint employers or partners. 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, the non-defaulting Party shall give notice in writing of such default to the defaulting Party. If default is not cured within fifteen (15) days after giving notice, then PO may be terminated by the non-defaulting Party. Such termination will not relieve the Seller 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 this agreement and the performance of the work for AGC or its contractors, subcontractors or suppliers on any time thereafter. Upon receipt of such notice, Seller will, unless otherwise directed by AGC, immediately terminate 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 shall be forever waived.

12. INDEMNITY: Seller is unable to provide any of the foregoing Warranty, and the Seller undertakes and agrees to reimburse AGC for any 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 or any similar arrangement, and (v) failure to fulfill its obligations under or any other reason whatsoever, including, without limitation, any and all other costs, losses, damages, expenses, or remedies.

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 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 related to the G&S. G&S shall be deemed work made for hire, and Seller waives 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&Ss 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 the extent AGC can assure that such G&S is not irreparably damaged. Intent to terminate or suspend the relationship shall be made in writing. Upon receipt of such notice, Seller will, unless otherwise directed by AGC, immediately continue 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 shall be forever waived.

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) OR CONTRACT, LAWS 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 LOSS. AGC, ITS AGENTS, CONTRACTORS OR ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER RELATING TO THIS AGREEMENT OR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH ANY PARTY’S PERFORMANCE OF THIS AGREEMENT OR ITS REMEDIES.

18. GOVERNING LAW: PO will be deemed to be a contract made under, construed in accordance with, and all disputes will be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein (except as the provisions of such laws are herein varied), without regard to its conflict of laws rules. Seller irrevocably consents to the exclusive jurisdiction of the courts of Toronto, Ontario and irrevocably waives any right to a trial by jury in any action or 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. 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 assertion that the acceptance is irrevocable. If any term or provision of this PO, or any application thereof, is held to be invalid or unenforceable, it shall not affect the validity of the remaining terms. If Seller breaches any covenant or other provision of this PO, AGC shall have, in addition to any other remedies it may have at law or in equity, the right to cancel PO, and AGC may thereupon retain all rights and remedies provided by law.

19. SEVERABILITY: If any term contained herein is held invalid, it will be severable from the remaining terms and 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 of 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 date or 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, 17, 18, 19, 20, 21, and 22. The remedies herein reserved by AGC are cumulative, and additional to any other remedies 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. The parties have required that this agreement and all documents, notices and communications relating to this agreement and to the subject matters arising therefrom be in the English language. / Les parties ont exigé que la présente convention et tous les documents, avis et communications rattachés à cette convention et aux questions qui en découlent soient, en tout et pour tout, rédigés en français.

20. INSURANCE: From date of PO and to three (3) years after delivery of G&S, Seller, at its own expense, shall maintain and carry insurance against all losses, damages, or injuries, including, but not limited to, general liability of $1,000,000 in any one occurrence, $2,000,000 automobile 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.

23. SPECIAL PROVISIONS

A. For Basic Purchase of Materials

Warranty: All products, materials and/or equipment purchased by AGC shall have, and by acceptance of PO Seller shall be deemed to provide, a standard warranty of a minimum of one (1) year after completion of installation unless a longer warranty term has been agreed to or is standard from Seller, in which case the longest warranty shall apply. All costs associated with required repairs or corrections due to faulty or unsuitable materials or workmanship during the warranty period shall be the responsibility of Seller.

B. For Provision of Onsite Services

Seller (i.e. service provider or contractor) shall furnish all supervision, labor, materials, tools, equipment, hauling, unloading, taxes (including all applicable sales tax), insurance and all other things ancillary, indirect and/or necessary to complete Seller's services hereunder (unless otherwise excepted) which is all included in the price on the front of PO. Scope of work shall include all required supply and successful installation. All work shall be performed per AGC schedules and direction and basis of payment shall be according to progressive payment schedule agreed to by AGC and upon inspection and approval of AGC. All work shall be conducted in a good, workmanlike manner in accordance with applicable industry standards. Upon receipt of PO, Seller shall contact AGC to schedule a meeting with appropriate plant/facility personnel, to review required general plant work rules and other requirements which meeting shall take place prior to any work commencing at the plant site. Seller shall be aware that work may be performed in a continuous operations glass manufacturing facility and all necessary and precautionary safety measures required to perform work in such an environment shall be taken. Seller agrees that while its personnel are on AGC's premises, such personnel shall comply with AGC's normal rules of work and AGC's and its standard practice governing behavior of its own employees. Also, Seller agrees to require such personnel to work in a manner which will comply with all federal and provincial OHS laws and regulations. Seller is required to provide and wear safety glasses, steel-toed shoes and hard hat all times while on AGC property. Seller agrees to follow AGC's Environmental Health and Safety ("EHS") rules, standards and practices at all times. Seller and AGC shall perform lockout/tagout of equipment as required to perform installation or maintenance. Any additional work outside the scope of work in PO shall be approved in writing by AGC prior to the start of the work. Additional work related to the scope of work detailed herein shall be added as a line item to this PO. Work completed by the Seller without prior written approval is done at Seller's risk.

Warranty: All products, materials and/or equipment provided and work performed herein shall have, and by acceptance of PO Seller shall be deemed to provide, a standard warranty of a minimum of one (1) year after completion of installation unless a longer warranty has been agreed to or is standard from Seller, in which case the longest warranty shall apply. All costs associated with required repairs or corrections due to faulty or unsuitable materials or workmanship during the warranty period shall be the responsibility of Seller.

C. For Repair of an AGC Asset

Seller (i.e. service provider or contractor), by accepting this PO for the repair, service and/or modification of an AGC-owned item ("AGC Asset(s)") acknowledges and agrees to the following: (i) The AGC Asset(s) are and shall remain at all times the sole and exclusive property of AGC; (ii) Seller shall be solely and exclusively responsible for the care of such AGC Asset(s) while in Seller's possession and/or control, including but not limited to while the AGC Asset(s) are in transit to and from AGC to Supplier (unless AGC arranged for such shipment separately); and (iii) in the event of any damage caused to an AGC Asset while in Seller's possession and/or control, Seller shall, at AGC's sole election, (a) repair the AGC Asset(s), (b) replace the AGC Asset(s) with a substantially similar item, or (c) make payment of the fair market value of the AGC Asset(s). Seller shall furnish all supervision, labor, materials, tools, equipment, hauling, unloading, taxes (including all applicable sales tax), insurance and all other things ancillary, indirect and/or necessary to