1. ENTIRE CONTRACT: This Purchase Order ("PO") is an offer by AGC Flat Glass North America, Inc. ("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 and (ii) any and all written purchase orders, invoices, purchase orders, purchase order 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 mean calendar days, excluding federal holidays, unless otherwise expressly noted. All terms and conditions set forth in this PO (including the PO's terms and conditions) and the PO Specs are binding on AGC unless specifically modified in writing, as changed, pending agreement on terms 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 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 for AGC 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 AGS, 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 shall pass to AGC on delivery to FOB Destination, or as otherwise agreed to in writing by AGC. AGC reserves the right to refuse any G&S on receipt of a rejection of PO in writing within ten (10) days of receipt, commencement of work on PO, or delivery or performance of AGS pursuant to PO, or acceptance, delivery of PO, or payment of the invoice, except as expressly agreed to in writing by AGC. AGC may purchase some 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 has all necessary permits, consents, licenses, authorizations, authorizations, approvals, consents, permits, and any other governmental bodies or taxing authorities which may be required to manufacture, offer, sell, or otherwise dispose of G&S. Seller represents all G&S shipped or agreed to be shipped under this PO conforms to specifications and requirements of, and will be free from defect in 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 or, if not set forth, in AGC's standard payment terms. AGC may withhold payment for any G&S which is not satisfactory to AGC, including, but not limited to, check or wire transfer. Without prejudice to any other 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) to quantities, (ii) at times, and (iii) to the delivery location ("Destination") specified in PO and (iv) FOB AGC. Seller shall comply with all terms, conditions and specifications of POTC and AGC. Seller shall provide delivery notices to AGC at least 24 hours prior to delivery. If Seller fails to provide delivery notices, 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 shall pass to AGC on delivery to FOB Destination, or as otherwise agreed to in writing by AGC. AGC reserves the right to refuse any G&S on receipt of a rejection of PO in writing within ten (10) days of receipt, commencement of work on PO, or delivery or performance of AGS pursuant to PO, or acceptance, delivery of PO, or payment of the invoice, except as expressly agreed to in writing by AGC. AGC may purchase some 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.

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 written express written consent, and promptly, not later than five (5) business days after receipt of CI to following: (i) AGC, ifpagetotherethatit,or (ii) AGC, if AGC during the period of time CI is 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's customers, and users of AGC's goods and services. If Seller fails to 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.

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 invoice and add such Taxes to the total amount of 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 ship PO at any price higher than that last quoted in writing by AGC, and shall be bound by a contractual 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.

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 issue written change orders to POs under a contract, including, but not limited to, those related to testing, inspection, methods 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 results from Seller's change, the change shall be chargeable to Seller. In no event shall Seller's liability exceed the change in the cost or delay in delivery schedule. Seller shall continue to make best efforts to perform under PO, as changed, pending agreement on any 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 any other obligations under these POs. 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 any applicable COA, and its current and future Labels and MSDS pursuant to hazard communications and notification requirements of 29

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In any event, Any accuracy or adequacy is, and shall ensure that, whatsoever, including IP rights, arising out of or resulting therefrom 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 or 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 of any of AGC's rights or remedies at law or in equity. The failure by either Party to exercise any of its rights or remedies provided herein or to enforce performance of any of its duties under PO shall not constitute a waiver of any other future performance or breach of the same or any other term. Any terms of 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, 20, 21, and 22. The rights and remedies of AGC hereunder are additional to any 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 pollution liability, and $500,000Each with CGL endorsements. AGC will require that the insurance be from 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. From date of PO, 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 notices, notices and communications to be given hereunder or in connection herewith shall be in writing, such notice may be by electronic signature, and will be deemed given to AGC upon proof of actual receipt. All notices shall be sent to: Law Department, AGC Flat Glass North America, Inc., 11175 Cicero Drive, Suite 400, Alpharetta, GA 30022.

23. 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 the reasonable value of all goods sold and at all times in accordance with Incoterms. AGC may, at any time, for any reason, and for any other reason whatsoever, provide notice to Seller of any performance from Seller, in AGC's sole discretion, upon AGC's demand therefor, or (vii) any other comparable event. Seller shall reimburse AGC for all costs incurred by AGC in connection with any of the foregoing, including attorneys' fees.

24. 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.

25. LIMITATION OF LIABILITY: IN NO EVENT WILL AGC'S LIABILITY FOR 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 ORDINANCES, ANY OTHER 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.

26. 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 OF ANY CLAIM, SUIT, 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. Regardless of its designation, any 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.

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