



AGC Glass Company North America

General Terms and Conditions of Sale and Warranty

1. Offer and Acceptance: If this document is an Acknowledgement of a purchase order, then this document is a rejection of any offer made by the individual, company, entity or organization named on the face of it (herein after "Customer" or "Purchaser") and an offer by AGC Flat Glass North America, Inc., d/b/a AGC Glass Company North America (herein after "AGC"), a Delaware corporation, to sell to the Customer the products described at the price(s) indicated, subject to the terms and conditions as set forth herein. This document states the entire agreement of the parties. The Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any and all terms and conditions which appear on the Customer purchase order. AGC's acknowledgment is expressly conditioned on the Customer's assent to the terms and conditions stated in this document and such assent will be deemed given unless the Customer and AGC agree in writing to the contrary within five (5) days from receipt of a copy of these *AGC Glass Company North America General Terms and Conditions of Sale and Warranty* as amended from time to time, or upon acceptance of all or any part of the goods ordered, whichever shall first occur. No failure of AGC to object to any terms and conditions contained in any communication from the Customer will be construed as a waiver of the terms and conditions stated in this document or an acceptance by AGC of any such terms and conditions.

If this document is an AGC invoice, it contains the entire agreement of AGC and the Customer. The Customer's acceptance of products shipped by AGC under this document will constitute acceptance by the Customer of all terms and conditions stated in this document. No other agreement, statements, representations or promises made by AGC that are not in writing and signed by a director or officer of AGC and Customer will be binding upon AGC.

2. Additional Terms and Conditions: The terms and conditions as set forth for specific products contained in any current AGC price lists shall be considered Additional Terms and Conditions (ATCs) of this sale. AGC and the Customer 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. Prices: AGC will follow all written price quotes it may make that are stated to be "firm" and accepted by AGC and Customer in writing as firm or otherwise are agreed in writing to remain in effect for a stated period of time. Subject to any such written commitments by AGC, AGC may modify its prices for its products at any time for any reason upon written notice to its Customers. AGC reserves the right to VOID any quotation for price or terms in the event that the Customer to whom such quotation is made changes its order with respect to any factor reflected in price or other terms originally ordered or quoted. Unless otherwise stated on the face side of this document, if any, all of AGC's published prices and discounts, if any, are subject to change by AGC upon notice to the Customer. In the event AGC changes its prices, the price of products not yet shipped will be at the price in effect on the date AGC notifies the Customer of such change in price, except that if AGC agrees to the delivery of any products upon the Customer's instructions prior to the effective date of the price modification communicated in AGC's notice to the Customer, the modified price will not apply to such deliveries as agreed to by AGC. Any additions to outstanding orders will be accepted only at prices in effect when the additional order is accepted. All prices are based on the cost of

labor, materials, transportation, rates of applicable taxes and custom duties in effect on the date of this document. AGC reserves the right, in the event of any material increases in any of its costs after the date of this document, whether or not arising out of an event of force majeure or a failure of presupposed conditions, to adjust upon notice to the Customer the prices payable under this document to defray such increases.

4. Energy Surcharge: AGC invoices are subject to Natural Gas and Diesel Surcharges. These surcharges are adjusted on a quarterly basis. Natural Gas Surcharge is calculated using the New York Mercantile Exchange (NYMEX) three (3) month averages, using the last three days of each month. Diesel Fuel Surcharge is based on the twelve (12) week average of the Department of Energy (DOE) Diesel Fuel Index. The rate of Energy Surcharge that is added to an invoice is based on the previous calendar quarter from the calendar quarter the date of this document falls within. AGC reserves the right to impose additional surcharges or to modify the formulas upon which the Natural Gas or Diesel Surcharges are calculated upon prior written notice to Customer.

5. Payment of Taxes: Any manufacturer's tax, retailer's tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever (excluding AGC's income taxes), imposed by any government authority on or measured by any transactions between AGC and the Customer, will be paid by the Customer in addition to the prices quoted or invoiced. In the event AGC is required to pay any such tax, fee or charge, the Customer will provide to AGC in a timely manner an exemption certificate or other document acceptable to the authority imposing any such tax.

6. Payment Terms: The net invoice amount for products sold to Customers is due within thirty (30) days from the date of invoice unless otherwise stated on the invoice. If at any time during AGC's performance with respect to an order, AGC in its sole discretion, determines that the Customer does not warrant the payment terms originally agreed to, AGC may require full or partial payment in advance before proceeding with the order. If the net invoice amount is not paid when due such amount will (from and after the due date) bear interest at the rate of eighteen percent (18%) per annum or, if less, at the highest annual rate of interest to which AGC and the Customer could legally agree. Unless otherwise agreed to, a cash discount of one percent (1%) 10, net 30 days from date of invoice will be allowed for payments of the purchase price(s) of products purchased under this document. Such cash discounts are not allowed on any item other than the purchase price(s), e.g. taxes, freight, energy surcharges, crating or other charges.

7. Withholding of Payments: The Customer will not withhold payment of the purchase price for products purchased under (or any other amount payable to AGC in conjunction with) this document or any purchase order in the event of any dispute between the customer and AGC, including any credits which Customer believes are owed to it by AGC.

8. Currency: All prices, applicable taxes, surcharges or fees noted in this document are United States of America Dollars (USD) unless otherwise noted or agreed to in writing and signed by a director or officer of AGC.

9. Minimum Unit of Sale: AGC's minimum unit of sale will be not less than 42,000 pounds or more if required to meet any published tariff

minimums *via* the medium used. Other AGC products from the same facility may be combined to meet truckload minimum weight. AGC reserves the right to refuse Customer orders for quantities deemed by AGC to be insufficient to make a production run of the specific product ordered by said Customer. AGC reserves the right to charge a market price for orders that are less than 42,000 pounds.

10. Packaging: Only standard packaging is available. Standard separator is powder interleaving material. AGC reserves the right to change its standard separator from time to time at its discretion. No mixed product packages are available. AGC reserves the right to charge a market price for packaging for orders that require packaging outside AGC's standard separator.

11. Racks: Products shipped may be packaged on AGC's Steel Racks or Rolling Racks. All such racks are and will remain AGC's property. The Customer will use reasonable care in unloading, loading and using the racks. The racks are to be used by the Customer solely in connection with and to facilitate the delivery of products sold to Customer by AGC and for no other uses, including without limitation, inventory storage and other storage or shipment of the Customer's or third parties' products. The Customer shall return the racks to AGC consistent with AGC's rack return policies or agreements entered into with the Customer.

12. Freight: Continental United States and Canada delivery of products covered by this document will be FOB AGC's plant except when the Customer has arranged for pick-up. Shipment will be by the way of common carrier, contract carrier or AGC's truck at AGC's option. International shipments will be Incoterms 2000, FOB the port of departure from the United States. Products will be assumed to have been delivered in the same quality as when the products were loaded on the truck or container at the port of departure as the case may be. AGC will not be responsible for any cost incurred by the Customer for loss, damage, or delay caused by the carrier or shipper whatsoever, The Customer will be responsible for filing and recovering on any and all freight or shipping damage claims.

Freight charges to destinations in the Continental United States and Canada are usually prepaid and covered by the price of products bought in full truckloads, however, AGC reserves the right to sell products FOB the manufacturing plant of AGC or its affiliates which produces the required products. Orders for partial truckloads will be charged for additional freight costs at standard freight rates.

13. Delivery and Acceptance: Delivery of products by AGC to a carrier at the FOB point will constitute delivery to the Customer; regardless of whether AGC pays the freight. The Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of the Customer beyond the scheduled shipping date. Claims for shortages, errors, or damage must be noted on the bill of lading and in writing to AGC within ten (10) business days after the receipt of shipment. Failure to note shortages, errors or damage on the bill of lading and in writing within such ten (10) day period will constitute a waiver of all such claims by the Customer, and such failure will constitute acceptance of the products. Methods and route of shipment will be at the discretion of AGC unless the Customer specifies otherwise in writing, and AGC agrees in writing. Any additional expense associated with the method or route of shipment specified by the Customer will be borne by the Customer.

14. Warehousing: Customer pricing is for quantities ordered for production and shipment at one time. The warehousing charge of one and one-half percent (1.5%) per month will be applied to invoices covering the material not picked up by the Customer within thirty (30) days after notice from AGC that those products are ready for delivery, unless otherwise agreed for a Customer Stocking Program. If any products ordered by a Customer remain in AGC's warehouse for more than sixty (60) days after AGC's notice the products are ready for pick-up, the Customer agrees that in addition to the warehousing charge, the Customer shall be obligated to take and pay for all such products upon written notice from AGC. If the Customer refuses AGC may, in its sole discretion, (a) ship the products to the customer and charge the Customer for such products, (b) resell the products to a third party and seek reimbursement from the Customer if the sales price for those products does not equal or exceed the purchase price, including surcharges and freight, that the Customer was going to pay for those products, (c) destroy the products and charge the Customer for the purchase price for those products, including all surcharges and freight, or (d) pursue any one or more of the above remedies in addition to seeking other remedies in a court of competent and lawful jurisdiction. A Stocking Program will be implemented only upon AGC's prior written consent and upon terms and conditions set by AGC and execution by the Customer of AGC's Standard Stocking Program Agreement. Upon termination of the Stocking Program, Customer must purchase any stock glass products inventoried by AGC for Customer under the Stocking Program within sixty (60) days of the termination date.

15. Suitability of Products: Purchaser shall be solely responsible for determining suitability for use of products purchased from AGC. REPRESENTATIONS BY EMPLOYEES OR AGENTS OF AGC (OTHER THAN WARRANTIES AS DEFINED HEREIN) CONCERNING THE SUITABILITY OF AGC PRODUCTS ARE NOT AUTHORIZED BY AGC AND MAY NOT BE RELIED UPON BY PURCHASER OR ANY OTHER PARTY.

16. Safety Specifications: Purchase orders for safety glazing materials must reference the safety standard to which the glass must be manufactured, certified and labeled. It should be noted, for use in hazardous locations, as defined by applicable codes and Federal and State laws, annealed glass must not be glazed. Glass to be glazed and used at such hazardous locations must be an approved safety glass.

17. Cancellations: Cancellation of any acknowledged order from AGC must be approved in writing by AGC's Logistics and Sales Departments. AGC shall be entitled to receive, upon demand, liquidated damages of not less than ten percent (10%) of the purchase price of the order, plus the cost of all materials and work furnished or done upon time of cancellation by the Purchaser.

18. Limited Express Warranties: AGC warrants its products, to its original Purchaser only, subject to the following conditions and restrictions for the period of time set forth for each product:

(a) Tempered Glass: AGC warrants for a period of one (1) year from the date of manufacture that its tempered glass will meet, at the time of the sale, specifications as defined by ASTM Standard Specification for Heat Treated Glass C 1048-04, Kind HS, Kind FT Coated and Uncoated Glass, and ANSI Z97.1-2009, CPSC 16 CFR 1201 Category II or ANSI Z26.1-1996 (AS-2 or AS-3) as specified by the Purchaser.

CAUTION: AGC tempered glass must not be modified or receive any fabrication such as, but not limited to grinding, drilling, sand blasting, or otherwise be fabricated or modified, subsequent to tempering. Such modification or additional fabrication may seriously weaken the glass or impair its tempered characteristics and shall VOID any AGC warranty provisions. It is recommended that tempered glass not be exposed to temperatures at or in excess of 400°F for any sustained period of time. Such exposure can result in glass breakage.

(b) Insulating Glass Units: AGC warrants its AGC Insulating Glass Units against material obstruction to vision due to defects in material or workmanship which results in film formation or dust collection on the internal glass surfaces caused exclusively from the failure of the hermetic seal, other than through glass breakage, for a period of five (5) years for AGC Single Seal (“AGC S”) units or ten (10) years for AGC Dual Seal (“AGC DS”), and AGC Dual Seal Equivalent (“AGC DSE”) units from the date of manufacture. This warranty shall be VOID under any of the following circumstances: (I) the unit is not continuously and adequately mechanically supported on all sides; (II) the unit seal is not fully protected by a minimum fifteen thirty-seconds (15/32) inch face covering or “bite”; (III) the perimeter glazing materials are not compatible with the organic hermetic seal; (IV) the glazing cavity is not effectively weeped to prevent water accumulation; (V) the unit has been abused or has not been stored and/or installed in a good and workmanlike manner; (VI) the overall unit size exceeds 50 square feet; (VII) the unit is installed in a high-moisture environment (including, but not limited to, swimming pool enclosures, saunas, Jacuzzis, hot tub enclosures, or greenhouses) or in a vehicle, skylight, or sloped glazing; (VIII) the unit has been retrofitted with a solar control film adhered to any glass surface; or (VIX) the unit is installed outside of the Continental limits of the United States or Canada.

(c) AGC Pyrolytic Low E Glass: AGC warrants that its Comfort E2® and Comfort E-PS™ coatings will not crack, peel or deteriorate under normal environmental glazed conditions for a period of ten (10) years from the date of manufacture. This warranty shall be void if the glass is damaged by breakage, improper handling or installation, and cleaning with, or exposure to, abrasive cleaners, sharp objects, wire brushes, steel wool, acids or other caustic material of any type. Please refer to other separate AGC warranties for other specific AGC Coated Glass products (i.e.: TCO Coated Glass, and others not listed herein).

(d) AGC ANNEALED and POST-TEMPERABLE Sputter Coated Low E Glass: AGC warrants its Comfort™Ti coating(s) against cracking, peeling, or deteriorating under normal environmental glazed conditions for a period of ten (10) years from the date of manufacture, provided this warranty shall be VOID if any of the following conditions are not satisfied or followed:

(I) AGC warrants its Comfort™TiAC40, Comfort™Ti-AC36, Comfort™Ti-AC23, Comfort™TiAC, and Comfort™TiPS coating(s) against cracking, peeling, or deteriorating under normal environmental glazed conditions for a period of ten (10) years from the date of manufacture, provided this warranty shall be VOID if any of the following conditions are not satisfied or followed: (I) AGC Comfort™Ti must be edge deleted using industry standards designed to prevent the silver layer(s) from coming in contact with moisture; (II) only approved sealants may be used which will not cause delamination or which will not affect the performance or durability of AGC Comfort™Ti products; (III) all AGC Comfort™Ti coated glass must be fabricated into an insulating glass unit within six (6) months of the date of shipment for the annealed coating and within three (3) months from the date of shipment for the post-temperable

coating; (IV) all insulating and glazing processes, including design, storage, cleaning and installation, must conform to current standards and specifications established in the “North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use” published by IGMA. AGC reserves the right to periodically inspect any Customer’s fabrication locations to confirm Customer’s compliance with all IGMA and other relevant standards and specifications; and, (V) this warranty will not apply if Comfort Ti™ products are used in non-vertical applications.

(II) AGC warrants its Comfort™TiAC28 coating(s) against cracking, peeling, or deteriorating under normal environmental glazed conditions for a period of ten (10) years from the date of manufacture, provided this warranty shall be VOID if any of the following conditions are not satisfied or followed: (I) all AGC Comfort™TiAC28 must be edge deleted using industry standards designed to prevent the silver layer(s) from coming in contact with moisture; (II) only approved sealants may be used which will not cause delamination or which will not affect the performance or durability of AGC Comfort™TiAC28 products; (III) all AGC Comfort™TiAC28 coated glass must be fabricated into an insulating glass unit within six (6) months from the date of shipment to Customer for the annealed coating and within three (3) months from the date of shipment to the Customer for the post-temperable coating; (IV) all insulating and glazing processes, including design, storage, cleaning and installation, must conform to current standards and specifications established in the “North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use” published by IGMA. AGC reserves the right to periodically inspect any Customer’s fabrication locations to confirm Customer’s compliance with all IGMA and other relevant standards and specifications; (V) setting blocks composition and use must be as specified by IGMA guideline TM3000-90(04) Section 5 (Setting Blocks); (VI) the glazing channel must have appropriate drainage (weeping) that conforms to all IGMA recommendations and requirements in guideline TM3000-90(04) section 3 (Framing); (VII) the insulating unit may not be installed in high-moisture environments, including, but not limited to, swimming pools, saunas, Jacuzzis, or hot tub enclosures; (VIII) there must not be incompatible materials used in the manufacturing of the insulating unit (e.g. sealants, desiccants, muntins, blinds, etc.); (VIX) the presence of corrosive material, including, but not limited to sulfur or chlorine, may not occur or be found inside the air space; and (X) this warranty will not apply if Comfort™TiAC28 products are used in non-vertical applications. It is not recommended to use Comfort™TiAC28 in insulated spandrel applications.

NOTE: The following shall apply in preceding paragraphs [18(d)(I) and 18(d)(II)] Commercial buildings shall include all buildings other than detached one (1) and two (2) story houses, multi-family residential structures not more than four (4) stories above-grade in height and manufactured houses (mobile or modular). This includes, but is not limited to, offices, hotels, restaurants, retail, high-rise residential and entertainment facilities, museums, libraries, schools, hospitals, laboratories and manufacturing and warehouse facilities.

NOTE: The following shall apply in preceding paragraphs [18(d)(I) and 18(d)(II)] AGC will follow and rely on IGMA and its most current published standards and guidelines to resolve any question on whether the above conditions have been satisfied.

NOTE: The following shall apply in preceding paragraphs [18(d)(I) and 18(d)(II)] Annealed and post-temperable coatings are designed to have

the same properties (aesthetics, thermal performance), however, AGC makes no warranties and accepts no liability for color-related issues that could occur in the field (when evaluated using ASTM C1376-2010) if the two coatings are mixed on the same elevation or side of a building, as post-temperable color is affected by the heating process. Checking the color after heat treatment and prior to installation to insure proper color change during the heat treatment process is the sole responsibility of the Customer. AGC makes no warranties and accepts no liability for color related issues that could occur in the field.

NOTE: The following shall apply in preceding paragraphs [18(d)(I) and 18(d)(II)] Comfort™TiAC, Comfort™TiAC23, Comfort™TiAC28, Comfort™TiAC36, and Comfort™TiAC40 coatings are designed as a #2 surface Low E coating, Comfort™TiPS coatings are designed as a #3 surface Low E coating. If the coatings are used on surfaces other than the recommended surface, AGC makes no warranties and accepts no liability for color or performance related issues that could occur in the field.

NOTE: The following shall apply in preceding paragraphs [18(d)(I) and 18(d)(II)] For AGC Comfort Ti™ products that are not edge deleted, NO WARRANTY IS PROVIDED and such products will be sold "AS IS, WHERE IS" and AGC disclaims all warranties, whether direct or implied. Except as set forth above, all other terms and conditions as set forth in AGC General Terms and Conditions shall continue and remain in effect.

(e) Other Flat Glass Products: AGC warrants for a period of one (1) year from the date of manufacture that all of its flat glass products, other than products with their own individual warranties [preceding paragraphs 17(a), 17(b), 17(c) and 17(d) or as otherwise provided by AGC], will meet, at the time of the sale, specifications as defined by ASTM Standard Specification for Flat Glass C-1036-06, and that AGC's products will be free and clear of all liens or encumbrances. See also separate warranties for insulated glass units, laminated glass, and other safety or fire rated glass products.

19. Limit on Remedies in the Event of Failure: In the event that any AGC product fails to perform as warranted, AGC's sole responsibility and Customer's sole and exclusive remedy under any warranty, contract, negligence claim or other claim of liability shall be limited to a refund of AGC's original selling price or, at AGC's option, AGC will furnish the Purchaser with another product without charge, F.O.B. the AGC shipping point nearest the product's installation. IN NO EVENT WILL AGC BE LIABLE FOR COSTS INCURRED IN THE REMOVAL OF FAILED PRODUCTS, THE INSTALLATION OF REPLACEMENT PRODUCTS, OR FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. In the event that a product is replaced pursuant to any applicable AGC warranty, the replacement product is warranted only for the remainder of the warranty period applicable to the original product. AGC neither guarantees nor warrants production lead times, shipment delivery dates or inventory availability.

20. DISCLAIMER ON IMPLIED WARRANTIES FOR ALL AGC PRODUCTS: AGC 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, OR ANY OTHER MATTER. In particular, AGC assumes no responsibility for glass breakage, improper usage, failure of products due to faulty installation, building construction or design, improper handling, Customer processing, fabrication (including application of coatings, films, etc.), or failure to follow AGC's instructions

regarding the products. No distributor, AGC representative, agent, or employee has the authority to alter or change any AGC product warranty, either orally or in writing.

21. Non-Waiver: Waiver by AGC of a breach of any of the terms and conditions of the respective sale shall not be construed as a waiver of any other breach.

22. Force Majeure: Shipment of goods is contingent upon delays which are beyond AGC's control such as, but not limited to, strikes, work stoppages, accidents, production delays, utility outages, shortages, delays of carriers, or priorities of government or any department thereof, or any other event or action beyond the reasonable control of AGC which prevents AGC's manufacture or shipment of the goods in accordance with its established practices. AGC will declare a force majeure event in writing to the Customer and notify the Customer to the extent possible the length of the expected delay.

23. Complete Agreement: This document constitutes the entire agreement between AGC and the Customer. This document will be governed by the laws of the state of Delaware, excluding its conflict of law's provisions. The United Nations Convention for the Resolution of Disputes shall also not apply under any circumstance. All terms used in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the state of Delaware, will have the same definition and meaning for the purposes of this agreement. This document cannot be amended or modified as against AGC except by a writing signed by an authorized director or officer of AGC. No claim or right of AGC arising out of any breach of any of the Customer's obligations to AGC may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by AGC in writing and is supported by consideration and is signed by an officer of AGC.

24. Intellectual Property. Comfort™ Ti, Comfort E2®, and Comfort E-PS™ are trademarks of AGC Flat Glass North America, Inc. No rights are granted or implied by AGC in any trademark or trade name or in any other intellectual property right or patent owned (or pending) to any Customer. Customer may only utilize AGC's products in accordance with the terms herein and for no other purposes not approved by AGC in writing. Unless otherwise agreed to by AGC in writing, AGC does not warrant that any of its products are not in violation of any intellectual property rights of any third party and sells its products AS IS with no representations or warranties except the limited express warranties contained in Section 18 or any separate written warranty provided by AGC to Customer.

25. Legal Forum for Disputes. Unless otherwise agreed to between AGC and Customer, all disputes regarding any Purchase Order for products sold by AGC to Customer or regarding any terms and conditions governing the sale of products to Customer shall be resolved in court and the state or federal courts located in the Eastern District of Tennessee shall be the exclusive forum and jurisdiction for such legal actions brought by either AGC or Customer.