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SUPERIOR GLASS INC.
TERMS AND CONDITIONS OF SALE

ALL TRANSACTIONS ARE GOVERNED BY THIS TERMS AND CONDITIONS OF SALE ("AGREEMENT"). ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM THESE TERMS AND CONDITIONS ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY YOU AS THE BUYER ("BUYER") SHALL NOT OPERATE AS A REJECTION OF THE SALES ORDER, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S). SELLER AND BUYER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "PARTY" AND TOGETHER, THE "PARTIES."

1. Formation of Contract; Orders. An order is deemed by Superior Glass Inc. ("Seller") to be an offer to purchase, which Seller may accept or reject in its sole discretion. Seller's acceptance of an offer to purchase is binding on Seller only if made by written instrument. Any automatic or computer-generated response to an order by Seller's internal electronic data exchange system (e.g., Glasstrax) or otherwise shall not be deemed acceptance of an order. Seller's acceptance is subject to this Agreement.

Upon Seller's acceptance of an offer to purchase, Buyer has twenty-four (24) hours from the time of Seller's acceptance to make any changes to Buyer's order. Buyer is only permitted to change Buyer's order once. If Buyer does not request any changes within the foregoing twenty-four (24)-hour timeframe, Buyer's order shall be deemed accepted as is.

2. Credit. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order may be subject to final credit approval by Seller. Seller reserves the right to cancel any sale if Seller deems Buyer unable to pay for any of Seller's products ("Products"). Seller reserves the right, in its sole discretion and without prior notice, to deny, change, or limit the amount or duration of credit to be allowed Buyer, either generally or with respect to a particular

purchase order, and may require cash payments in advance or security satisfactory to Seller.

3. Prices, Taxes, and Other Charges. The prices of Seller's Products are those prices specified on the invoice. Price quotations automatically expire within twenty-four (24) hours from the time issued by Seller. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. If applicable, transportation and taxes shall appear as separate items on Seller's invoice

4. Payment. Payment may be made by check, money order, credit card, or wire transfer (all fees are borne by the Buyer). A surcharge of three percent (3%) for credit card sales will be assessed, as well as an energy surcharge reasonably calculated by Seller for expenses related to the manufacture of Products and fuel expenses. Buyer receives Seller's invoice upon delivery of Product and Buyer's receipt and execution of Seller's Shipper form. Payment shall be in U.S. dollars net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. Seller will apply any credit due Buyer against Seller invoices, with appropriate information shown on or attached to the invoice.

5. Late Payments. On any past due invoice, Seller may impose interest at the rate of one and a half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less). If Buyer fails to make each payment when due, Seller may, at its own option and without further notice, withhold or cease performing its obligations until such time that all of the Buyer's outstanding invoices have been paid in full, and such withholding shall not be considered a breach or default of any of Seller's obligations. Seller's acceptance of any sums from Buyer in amounts that are less than the

amounts due and payable by Buyer are not intended and do not constitute an accord and satisfaction of any dispute between Seller and Buyer regarding sums due and payable to Seller hereunder, unless Seller specifically deems it as such in writing. Buyer hereby agrees to pay all costs of collection, including reasonable attorneys' fees and court costs, incurred by Seller if legal action is instituted against the Buyer for breach of Buyer's payment responsibilities hereunder.

6. Delivery and Risk of Loss. Seller retains the right and title to the Products sold to Buyer until Seller is paid in full for the Products. Buyer shall obtain the right and title to the Products upon full payment to Seller of the purchase price and any taxes, excise or other charges. The risk of loss, including, but not limited to the risk of theft, damage, or destruction of the Products, transfers to Buyer F.O.B. destination. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, and no third-party carrier shall be deemed an agent of Seller. A delayed delivery of any part of an order does not entitle Buyer to cancel other deliveries.

7. Inspection. Buyer shall inspect the Products immediately upon receipt for non-conformity as to their identity, quantity, and obvious transport damage, if Seller is responsible for delivery, to Products only. Failure by Buyer to provide Seller with written notice of a defect pursuant to the foregoing within seven (7) days from the date of delivery or, in the case of non-delivery, within seven (7) days from the date Buyer receives the Products from Seller's plant, shall constitute a waiver by Buyer of all claims of non-conformity with respect to such Products; provided, however, that acceptance of Products under this Section 7 shall not preclude any warranty claims by Buyer under Seller's Standard Five-Year Limited Warranty ("Limited Warranty") hereby incorporated herein by reference.

8. Patents. Seller reserves the right to discontinue deliveries of any Products, the manufacture, sale, or use of which would, in Seller's opinion, infringe upon any U.S. patent, trademark, or design now or hereinafter issued, registered, or existing and under which Seller is not licensed.

9. Discontinuation of Products. Seller reserves the right to discontinue manufacturing and sale of Products at any time. If, however, at any time during the

term of any arrangement under which Seller sells and Buyer purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Seller shall use its reasonable commercial efforts to give Buyer prior written notice of such discontinuance and shall use reasonable efforts to accept last-time-buy orders for such Discontinued Product all in accordance with Seller's product discontinuation process.

10. Seller's Rights. If Buyer should fail in any manner to fulfill the terms and conditions of this Agreement, Seller may defer further shipments until such default is cured. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Seller. If for any reason, the quantities of the Products or of any materials used in the production of the Products reasonably available to Seller shall be less than Seller's total needs for its own use and for sale, Seller may allocate its available supply of Products among its existing or prospective purchasers and/or its own departments, divisions, and affiliates in such manner Seller deems proper in Seller's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to perform under Seller's Sales Order or other agreements related to the sale of such Products.

11. Force Majeure. Seller is not liable for failure to fulfill its obligations for any accepted order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to: (a) acts of God, natural or artificial disaster; (b) riot, war, or strike; (c) delay by carrier; (d) acts or omissions of other parties; (e) acts or omissions of civil or military authority; (f) government priorities; (g) changes in law; (h) fire, floods, epidemics, pandemics, or quarantine restrictions; (i) acts of terrorism; (j) or delays in transportation or inability to obtain labor, materials, or products, which, independently or together shall be considered an event of force majeure excusing Seller from performance and barring remedies for non-performance. In the event of a force majeure condition, Seller shall inform Buyer of such condition, and Seller's time for performance shall be extended for a period equal to the time lost, or more, if reasonably necessary to fulfill its obligations, as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty,

by giving written notice of such cancellation to the Buyer.

12. Disclaimer of Warranties. THE WARRANTIES SET FORTH HEREIN AND IN SELLER'S LIMITED WARRANTY WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PRODUCTS SOLD BY SELLER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE SELLER IN WRITING. BUYER ASSUMES ALL RISK WHATSOEVER FOR THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER THIRD-PARTY PRODUCTS, MATERIALS, OR SUBSTANCES.

13. Limitation of Liability. BUYER'S SOLE AND EXCLUSIVE REMEDY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED, AT SELLER'S OPTION, TO (A) REFUND OF THE PURCHASE PRICE PAID BY BUYER, OR (B) REPLACEMENT OF THE PRODUCT(S) IN ACCORDANCE WITH SELLER'S LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, SPECIAL, EXEMPLARY, MULTIPLE, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF TIME, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF USE, LOST OR DAMAGED DATA, INCONVENIENCE, COST OF INSTALLATION, COST OR REMOVAL, OR ANY OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY,

SERVICING, USE, OR LOSS OF THE PRODUCTS SOLD BY SELLER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INDEMNIFICATION, WHETHER AS TO QUALITY OR AMOUNT OF PRODUCT DELIVERED OR NON-DELIVERY OF SELLER OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER EXCEED THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) CONTAINED IN ANY AGREEMENT RELATED TO THE SALE OF THE PRODUCTS, SUCH PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS LIMITATION OF LIABILITY.

This clause shall survive the termination of this Agreement and any other agreement related to the purchase of the Products.

14. Technical Assistance or Advice. If technical assistance or advice is offered or given to Buyer from Seller, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Seller's representatives in connection with the Products or services constitute a representation or warranty, express or implied.

15. Indemnification. Buyer shall defend, indemnify, and hold harmless Seller, its parents, subsidiaries, and affiliates, and their respective directors, officers, managers, employees, and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorneys' fees) relating to or

arising out of any use of the Products by Buyer or its customers.

16. Dispute Resolution. Except with respect to any injunctive relief sought by Seller under this Agreement, Seller and Buyer knowingly, voluntarily, and intentionally agree to and shall participate in a mediation conference before filing any complaint, charge, or accusatory pleading or document, or otherwise commencing any legal or administrative dispute, suit, action, or proceeding against the other (together, “Proceedings”) with a federal, state, or local agency and/or in a court of competent jurisdiction. Seller and Buyer agree that mediation shall occur within thirty (30) days of the date mediation is requested by either Seller or Buyer. Seller and Buyer agree that the mediation conference shall be convened in Pensacola, Florida, and to cooperate in the selection of a mutually agreeable mediator. Seller and Buyer agree to mediate in good faith, be bound by the mediation agreement (if any), and to pay mediator fees promptly and on an equal basis unless otherwise agreed upon by Seller or Buyer. Seller and Buyer also agree to bear their respective attorneys’ fees and costs for mediation under this Section 16. For the avoidance of doubt, except as provided herein, the mediation required of this Section 16 is a condition precedent to any Proceeding filed under this Agreement, and neither Seller nor Buyer shall file or caused to be filed any Proceeding under this Agreement until after mediation has been (a) declared an impasse by the mediator, or (b) terminated in writing by Seller or Buyer or both.

17. Governing Law. This Agreement shall be governed by the laws of the State of Florida without regard to any conflict of laws principles. Should the pre-suit mediation provided in Section 16 above be unsuccessful, the Parties hereby submit to the exclusive jurisdiction of the United States District Court for the Northern District of Florida, located in Pensacola, Florida, or if such federal court lacks jurisdiction, then in the Circuit Court of Escambia County, Florida for purposes of resolving any Proceedings arising out of or relating to this Agreement, the breach hereof, the construction of all or any terms herein, or the matters set forth herein.

SELLER AND BUYER HEREBY IRREVOCABLY WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH PROCEEDINGS IN ANY SUCH COURTS AND ANY

CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM.

SELLER AND BUYER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

In the event of litigation relating to this Agreement, the non-prevailing party (as determined by a court of competent jurisdiction in a final, non-appealable order), shall reimburse the other party for its reasonable, duly documented, out-of-pocket legal fees and expenses, and expert fees incurred in connection with all such litigation.

18. Relationship of the Parties. Seller and Buyer’s relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture, or similar business relationship between Seller and Buyer. Neither Seller nor Buyer is a legal representative of the other, and neither can assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other for any purpose whatsoever.

19. Notice. All notices, demands, or communications (each, a “Notice”) required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third (3rd) business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party (email sufficient); provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation, in which case the party attempting to provide notice shall provide such notice using methods (a)-(c) under this Section 19. Copies of all such Notices shall be addressed to the parties at their addresses set forth in Seller’s Sales Order, Confirmation, Pick List, Shipper, or Invoice.

20. No Assignment. This Agreement and any other agreement between Seller and Buyer related to the sale

and purchase of Seller's Products are not transferable by Buyer without the prior written consent of Seller.

21. Compliance with Laws; Export Laws. Seller and Buyer shall comply with all applicable international, national, state, regional, and local laws and regulations with respect to their performance of this Agreement. Seller and Buyer agree to adhere to all applicable U.S. Export laws, including but not limited to the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-744), International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130), Foreign Assets Control Regulations ("FACR") (31 C.F.R. Parts 500-598), and other applicable regulations with respect to the Products.

22. Inventions. Unless otherwise specified, (a) any and all product designs, inventions or improvements, (b) any other design, inventions or improvements and any and all discoveries, products, computer programs (including source code), tooling, procedures, improvements, developments, drawings, works of authorship, specifications, data, memoranda, notes, documents, manuals, information, and other items made, authored, conceived or developed by Seller or applicable third party, which result from or relate to a Product (items (a) and (b) are referred to, together, as "Product Information"), and (c) any patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world (together, "Intellectual Property Rights") contained or embodied in, or arising from the Product Information shall be the sole property of Seller or applicable third party. Seller or the applicable third party shall have the sole right to obtain and to hold in its own name any copyrights, patents, mask work rights, trademark registration, or other legal protection as may be appropriate to such Product Information and any derivatives thereof. Seller or the applicable third party shall have the sole right to determine the method of protection for any such Product Information, including the right to protect the same as trade secrets, to use and disclose the same without prior patent application or to file registration for copyright, patent, mask work rights, or trademark in its own name, as Seller or the applicable third party deems appropriate in its or their sole and absolute discretion.

23. Severability. If any provision or part-provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the

remaining clauses or portions shall remain in full force and effect.

24. Modification. Seller reserves the right to make any amendments or modifications to this Agreement at any time. Such amendments and modifications shall have effect (a) on all Seller's Sales Orders, Confirmations, Invoices, Pick Lists and/ or Shippers, the Limited Warranty, or any other agreements referring to such amended or modified Agreement as from the date of such Sales Order, Confirmation, Invoice, Pick List and/ or Shipper, Limited Warranty, or any other agreement, and (b) on any existing Sales Orders, Confirmations, Invoices, Pick Lists and/ or Shippers, and the Limited Warranty or any other agreements thirty (30) days from notification of such amendments or modifications by Seller to Buyer, unless Buyer has notified Seller within such thirty (30) days period that it objects thereto.

25. Waiver. No waiver by Seller of any terms or conditions of this Agreement or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce this Agreement.

26. Sales Representatives. No Seller sales representative or other employee who is not an officer or manager of Seller shall have authority to change or waive any of the terms or conditions of this Agreement.

27. Interpretation. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

28. Entire Agreement. This Agreement is intended by Seller and Buyer as a final expression of the agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions of that agreement, any prior agreement being superseded by this Agreement and such prior agreements are hereafter null and void.

[END OF TERMS AND CONDITIONS]