



## TERMS AND CONDITIONS FOR THE PURCHASE OF GLASS RAW MATERIALS AND GLASS PRODUCTION GOODS

**INTRODUCTION:** These terms and conditions for the purchase of glass raw materials and glass production goods apply to the purchase of materials and applicable services used directly in the production of glass products to be sold to Guardian's customers. Examples include, but are not limited to, targets used for production of coated glass, sand, soda ash and other minerals and materials used in the production of glass products. These terms and conditions do not apply to the purchase of goods or services that are not used directly in the production of glass products, including without limitation, office supplies, manufacturing equipment, capital equipment, construction work, professional services, etc. and for such goods are superseded and replaced in their entirety by the General Terms and Conditions for Purchase of Non-Production Goods (including Equipment) or In-Plant Services.

### 1. Purpose and Use; Defined Terms.

1.1. Purpose and Use. These Terms and Conditions for the Purchase of Glass Raw Materials and Production Goods (the "Glass Production Terms") apply to the purchase of items by Guardian Glass, LLC or its direct or indirect subsidiaries (collectively referred to in these Glass Production Terms as "Guardian") if a Buyer chooses to contract with Seller to purchase such goods or services, as applicable. Section 2 describes how the Parties may enter into a binding contract for Production Goods and/or Production Services. The applicable rights, obligations and liabilities of each Buyer under a Contract are solely those of such Buyer and neither Guardian nor any of its Affiliates or any other Buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Guardian or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others. The Production Goods or Production Services, as applicable, may be more fully described in the Buyer-approved specification referenced in the RFQ, Commercial Agreement or Purchase Order (the "Specification"). Changes to these Glass Production Terms are not part of the Contract unless Buyer expressly agrees to them in writing. The terms set forth in the following sections will be applicable to Seller and Seller Group at all times during the Term whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties: Section 9 (Indemnity); Section 10 (On-Site Work); Section 10.4 (Seller's Insurance); Section 12 (Compliance with Laws); Section 14.1 (Confidentiality); and Section 14.11 (Publicity and Use of Name and Marks).

1.2. Certain Defined Terms. "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity. "Buyer" is the Guardian entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. "Commercial Agreement", if entered into by the Parties, is a written document signed by Buyer and Seller, describing the purchased Production Goods or Production Services, and setting forth the commercial terms for purchase of Production Goods and Production Services and may be used in lieu of or with a Purchase Order to evidence Buyer's purchase of Production Goods and Production Services. The Commercial Agreement may be in the form of a SOW. A Commercial Agreement is not binding unless it is signed by both Parties. The "Contract," if entered into by the Parties, is comprised of (a) these Glass Production Terms, (b) the applicable Purchase Order, (c) the Commercial Agreement, if applicable, (d) the Specifications, if applicable, (e) the SOW, if applicable, (f) the applicable Buyer's then-current Supplier Quality Manual, and (g) any other document specifically agreed to by the Parties in writing which references these Glass Production Terms or the applicable Commercial Agreement. "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting

securities, by contract, or otherwise. “Effective Date” is the date when these Glass Production Terms are signed by Seller or when Seller otherwise accepts these Glass Production Terms via Buyer’s electronic procurement system. “Production Goods” means the goods identified in any applicable Purchase Order or other applicable Commercial Agreement that are used directly in the production of glass products which include, but are not limited to, raw materials. “Party” means Buyer or Seller, as applicable. “Purchase Order” is a document that may be issued by Buyer to Seller to evidence Buyer’s purchase of Production Goods and/or Production Services. “Purchase Price” means the price for the Work to be paid by Buyer to Seller as set forth in the Purchase Order or Commercial Agreement. “RFQ” means the request for quotation, request for proposal, or similar document, issued by Buyer for the Production Goods and/or Production Services. “Seller” means the entity from which the Buyer purchases Production Goods or Production Services. “Seller Group” means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives and invitees. “Production Services” means the services provided in connection with the supply of Production Goods which may be identified in a Purchase Order, Commercial Agreement, Specification, SOW or one of more of such documents. “SOW” is a Statement of Work that the Parties may use to set out the commercial terms of the Production Services to be performed. A SOW is not binding on the Parties unless it signed by both Parties. “Work” means the Production Goods and Production Services collectively when purchased together under the same Contract and individually if purchased under separate Contracts.

## 2. Forming a Contract.

2.1. With RFQ. If Seller has received an RFQ from Buyer, this Section 2.1 applies.

(a) Submitting Quotations. Seller must submit its quotation in writing, and it must be signed by Seller’s authorized representative.

(b) Meaning of Quotations. Seller’s quotation is deemed to be an offer to sell on precisely the basis set forth in these Glass Production Terms and the Specifications provided as part of the RFQ. If Seller wishes to quote on a different basis or to change any of the terms, Seller must seek amended specifications or conditions from Buyer before Seller submits its quotation. Seller’s quotation will be open for acceptance for the time specified in the Specifications (if no time is specified, for three months).

(c) Acceptance and Forming a Contract. Buyer reserves the right to reject any offer in its sole discretion. Seller and Buyer have a binding agreement with respect to the Work when Buyer either: (i) accepts Seller’s offer by delivering Seller a Purchase Order in response to Seller’s quotation and (A) the price on the Purchase Order matches the price in the quotation; or (B) the price on the Purchase Order is different from the price on the quote and Seller confirms Seller’s acceptance of the change by accepting the Purchase Order or beginning work; or (ii) enters into a Commercial Agreement with Seller in response to Seller’s quotation. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.

2.2. Purchase Order – Acceptance and Contract Formation. If Seller has not submitted a quotation to Buyer in response to an RFQ, this Section 2.2 applies. Seller and Buyer have a binding agreement with respect to the Work when Seller accepts Buyer’s Purchase Order, which is deemed to include these Glass Production Terms. Purchase Order acceptance occurs when Seller (a) begins or continues to perform the Work; or (b) accepts the Purchase Order; or (c) enters into a Commercial Agreement with Buyer. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.

2.3. Order of Precedence. If there is a conflict between any of the documents that comprise the Contract, the order of precedence is: (a) the applicable Purchase Order and Commercial Agreement, as applicable, (b) the SOW, (c) the Specification, (d) these Glass Production Terms, and (e) the applicable Buyer’s then-current Supplier Quality Manual. For the avoidance of doubt, a Purchase Order may only supplement these terms with respect to pricing, schedule, and other specific aspects of the Production Goods or Production Services and not as to general terms and conditions related to the supply of Production Goods or Production Services that are otherwise provided for in these Glass Production Terms. Buyer expressly objects to, and does not accept, any changes or additions to the Contract that Seller makes and no such changes or additions are part of the Contract unless each Party expressly agrees to them in writing.

2.4. Affiliate Adoption. Seller agrees that if any Affiliates of Guardian or Buyer wish to purchase Production Goods or Production Services from Seller by issuing Purchase Orders or entering into other Commercial Agreements with Seller (an "Affiliate Contract"), these Glass Production Terms can be incorporated by reference in any such Affiliate Contract as if these Glass Production Terms were separately executed by such Affiliate (and solely by such Affiliate), provided, however, that (i) such Affiliate Contract may contain such additional supplementary provisions or amendments to these Glass Production Terms as Affiliate and Seller may agree upon in writing and (ii) if there is a conflict between the terms of the Affiliate Contract and these Glass Production Terms, the Affiliate Contract controls. For purposes of such Affiliate Contract, the term "Buyer" in these Glass Production Terms will be deemed to apply to such Affiliate. The applicable rights, obligations, and liabilities of a Buyer under an Affiliate Contract will be solely those of such Buyer and none of the Affiliates or Guardian will be responsible for any obligations or liabilities of such Buyer under an Affiliate Contract. The applicable rights, obligations, and liabilities of the Affiliate Buyer will be solely those of the Affiliate, and neither Guardian nor any other Buyer will be responsible for any obligation or liabilities of the Affiliate Buyer under such Affiliate Contract. Under no circumstances will Guardian or any of the Affiliates be jointly or severally liable for the obligations of others.

2.5. Materials Testing and Product Needs. Notwithstanding the order of precedence in Section 2.3 or anything to the contrary in any Contract between Buyer and Seller, Buyer's purchase obligations from Seller are subject, in all cases, to operational variations, third-party raw material testing and periods of equipment or furnace maintenance and repairs.

3. Communication. If a representative of Buyer is identified in the Contract or otherwise identified in writing to Seller ("Buyer's Representative") that person is Buyer's first point of contact and, except in an emergency (and then only to the extent made necessary by the emergency), Seller will not act on instructions from anyone else. Buyer may change Buyer's Representative upon written notice or through notification via Buyer's electronic procurement system. Seller's representative as identified in the Contract or otherwise in writing ("Seller's Representative") is the person through whom all communication to Seller's Group regarding the Work will be conducted. Seller represents and warrants to Guardian and Buyer that all personal data that Seller is providing in connection with these Glass Production Terms or under a Contract has been provided with voluntarily and Seller has received the employees' consent to share such data or information with Guardian and Buyer.

#### 4. Delivery of Production Goods.

4.1. Incoterms. Production Goods will be delivered per the INCOTERMS 2010 selected by the Parties and referenced in the Contract and in accordance with the release schedule agreed upon by the Parties.

4.2. Delivery Schedule. Time is of the essence under the Contract and deliveries must be made both in quantities and at times specified in the applicable Contract. Seller will promptly notify Buyer if it anticipates that it will not meet the applicable schedule. Seller is responsible for any premium or special freight required to meet such delivery schedule and will indemnify and hold harmless Buyer from and against any costs or damages incurred by Buyer as a result of or related to late delivery caused by the acts or omissions of a member of Seller Group. If there is a delay in loading Production Goods at Seller's facility, Seller is responsible for any detention costs assessed to Buyer. If delivery is by rail, Buyer will have the number of days as described in the Contract from the time the Production Goods arrive at Buyer's facility to unload the Product and to release the rail cars to the railroad; if no days are specified in the Contract, Buyer will have the number of days that it reasonably requires to safely unload product consistent with its normal operations. If the transportation method specified in the Contract no longer meets Buyer's requirements or becomes excessively costly, the Parties agree to discuss an alternative transportation method.

4.3. Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will package the Production Goods in accordance with sound commercial practices (including placing the Production Goods in appropriately protected containers) and any instructions of Buyer to ensure that the Production Goods reach the applicable Buyer facility in good condition and that the Production Goods may be unloaded without damage. Packaging is included in the Purchase Price. Each package of Production Goods must be properly labeled in order to enable an immediate and clear identification of Seller's name, the receiver and the nature and quantity of Production Goods and will contain

any other information that is required to be included on the label or packaging according to the laws that are applicable to the place (state, country, etc.) where the Production Goods will be delivered. Seller will ensure that the Production Goods will resist damage during their transportation and handling.

4.4. Allocation and Competitiveness. If Seller is unable to meet all of its supply requirements due to a Force Majeure event, Seller acknowledges that it has a contractual responsibility to Buyer and that Buyer relies on the Production Goods for continued operations of one or more of its facilities. Seller will use commercially reasonable efforts to supply Production Goods to Buyer before its other customers that do not strictly rely on the Production Goods and do not have strict specifications for the Production Goods.

5. Changes & Product Quality.

5.1. Buyer-Requested Changes. Buyer may request changes in the Production Goods, but Seller should only act on changes that are requested by Buyer's Representative in writing. If any change that Buyer requests requires a change in the Purchase Price or the delivery schedule, Seller must provide Buyer with a written quotation showing the Purchase Price and effect of all changes on the delivery schedule. Unless the quotation is accepted in writing by Buyer's Representative, no change in the Purchase Price or the delivery schedule will be permitted. If a change Buyer requests reduces the cost or time required to provide the Production Goods, Seller will promptly make an equitable adjustment in the Purchase Price or the delivery schedule.

5.2. Product or Production Process Changes. If Seller makes any changes to the production, manufacturing or packaging processes that may affect the Production Goods (including but not limited to manufacturing locations, implementation of toll manufacturing, mining area changes, composition, sizing, equipment changes, changes to the ingredients and/or technical characteristics of the substances or mixtures used in the Production Goods), Seller will inform the applicable Buyer and obtain the applicable Buyer's written agreement to such changes in advance. In no event is Seller authorized to change the Specification unless it has received Buyer's express written consent. In addition to any other rights that Buyer may have, if Seller does not obtain Buyer's prior agreement for the applicable change, Buyer may immediately begin to purchase Production Goods from another supplier, and without liability to Buyer, and Seller will be required to pay any costs Buyer incurs in connection with such change.

5.3. Quality control of Seller and Inspection by Buyer.

(a) Seller will perform and document analyses of the Production Goods in intervals required to confirm that the Product meets the Specifications but in any event no less frequently than once per shift. Seller will provide to Buyer a certificate of analysis with each shipment of Production Goods certifying that the Production Goods meet the Specification.

(b) With respect to raw materials only, Seller will also: (i) provide a certificate of analysis at such intervals agreed to by the Parties that, at a minimum, will contain the Production Good PSD and chemistry and results of testing for refractory heavy mineral particles (RHMs), and any other tests as may be specified in the Contract, via a representative sample; and (ii) Seller will also run an RHM test, and any other test specified in the Contract, after any major quarry issues or process changes.

(c) Seller, being fully responsible for the quality of the Production Goods, follows, and will continue to follow, the quality control procedure disclosed or provided to Buyer which may be referenced in the Contract (the "QC Procedure"). Seller will not make any modifications to its QC Procedure that may have an adverse impact on the quality of the Production Goods without receiving Buyer's prior written consent which will not be unreasonably withheld or delayed. Buyer has the right, upon reasonable prior notice and during normal business hours, to enter onto Seller's premises to inspect Seller's production processes, test the Production Goods and confirm that Seller is following its QC Procedure. Notwithstanding the foregoing, Buyer will have the right to conduct random tests of Production Goods received from Seller to determine whether the Production Goods meet the Specifications and, promptly upon request, Seller will provide Buyer with samples of Production Goods for testing at no charge to Buyer.

5.4. Acceptance of Production Goods. The Specifications may include a specific acceptance test in which case Buyer will accept the Production Goods when the acceptance test has been successfully completed. Taking possession of or using the Production Goods does not constitute acceptance when an acceptance test has been specified.

5.5. Inspection of Delivered Products. Buyer will review the shipping documents that accompany each shipment and will notify Seller of any discrepancies of which it is aware in count or Production Good type. Buyer will retain damaged or obviously defective Production Goods for inspection by Seller for a reasonable time after notifying Seller of the damage or obvious defect, or longer if requested by Seller and agreed to by Buyer, and will return such Production Goods to Seller at Seller's request and expense. Production Goods will be delivered with all relevant documents, such as but not limited to the Purchase Order reference, the quantity and type of Production Goods, the quantity of packages, any applicable instruction booklets, technical instructions, as well as accurate and complete customs documents, where required, pursuant to applicable law.

6. Purchase Price; Payment; Withholding Payment and Taxes.

6.1. Purchase Price. The Purchase Price will be paid in the denomination specified in the Purchase Order or Commercial Agreement and is the full consideration for all of the Seller's obligations and includes all fees and expenses of engineers, consultants and anyone that Seller engages or is in the Seller Group, as well as all materials, supplies, equipment, facilities, fabrication, manufacturing, packaging, administration and management necessary to fulfill Seller's obligations under the Contract. The payment terms are as specified in the Contract, but if no payment terms are stated, the payment terms are net 60 from the date of invoice or such shorter period as required by applicable law.

6.2. Withholding Payment. Buyer may withhold or delay all or a part of any payment to Seller, or request reimbursement from Seller, or utilize bank guarantees, insurance guarantees or security deposits (if and as applicable) to the extent necessary to protect itself from a loss on account of: (i) defective portions of the Work not timely remedied; (ii) failure of Seller to make proper payments to its subcontractors; (iii) damage to work of another party caused by a member of Seller Group; (iv) failure of Seller to perform as required by the Contract; or (v) or to the extent of good faith dispute regarding an invoice.

6.3. Taxes. Unless the Contract expressly states otherwise, and Buyer provides applicable documentation for any available exemptions from the imposition of taxes, the price(s) shown on the Purchase Order or Commercial Agreement includes all applicable transaction taxes of any kind, including but not limited to sales and use taxes and VAT. Each Party is responsible for the payment of its own income taxes. Payments to Seller, however, may be reduced by income tax withholding where applicable and Seller is responsible for providing Buyer with any required documentation that may reduce the amount of income tax withheld.

7. Seller's Warranty. Seller warrants to Buyer that the Production Goods and, as applicable, the Production Services: (a) conform precisely to the Specifications and all other requirements of the Contract; (b) are free from defects in material and workmanship; (c) are merchantable and fit for the purposes stated in the Contract; (d) are conveyed to Buyer by Seller with good title; and (e) are conveyed to Buyer by Seller free and clear of all liens or security interests (collectively, the "Warranty").

8. Non-Conforming Product.

8.1. Rejection of Non-Conforming Product. Buyer may reject any Production Goods that do not satisfy the Warranty by giving verbal notice to Seller. If Buyer rejects Production Goods, then at Buyer's sole option, in addition to any other rights or remedies to which Buyer may be entitled, Seller will (i) provide conforming Production Goods which may come from another source that is approved by Buyer at no additional charge; (ii) promptly repair the non-conforming Production Goods (if such goods are of the type capable of repair); or (iii) promptly refund the Purchase Price for the non-conforming Production Goods plus transportation costs. Seller is responsible for all of the costs and expenses related to the return of a non-conforming shipment and delivery of replacement shipment. Buyer may, at its option, but also at its own risk, knowingly accept a non-conforming shipment, in which case Buyer will be entitled to a reduction of the price of the non-conforming shipment.

8.2. Buyer's Right to Obtain Alternate Supply. If Buyer provides verbal notice of rejection of any Production Goods, Seller will investigate and respond as soon as possible, but no later than 12 hours from the time of that notice, as to whether Seller can provide conforming Production Goods. Buyer may obtain alternate product from another supplier ("Alternate Product") from the time that Buyer rejects Production Goods until Seller resumes providing conforming Production Goods in a timely manner and the applicable Buyer is satisfied that Seller can consistently provide conforming Production Goods pursuant to the delivery schedule. Buyer may also obtain Alternate Product from another supplier if Seller fails to timely deliver Production Goods. Seller understands and agrees that during any period when Buyer is receiving Alternate Product the applicable Buyer's obligation to purchase Production Goods from Seller may, at Buyer's sole option, be reduced without liability to Buyer.

8.3. Payment for Alternate Product. In addition to any other rights that Buyer may have, if Buyer obtains Alternate Product as permitted under Section 8.2, Seller will reimburse Buyer for the difference between (i) all costs Buyer incurs in obtaining Alternate Product on an as delivered basis, and (ii) the amount that Buyer would have paid under the Contract for such delivered product. Seller will make payment or reimbursement within 10 days of Buyer's written notice.

8.4. Reimbursement of Direct Costs; No Consequential Damages. If Seller fails to timely deliver Product or delivers non-conforming Product, then Seller will, in addition to complying with the other provisions of this Article 8, reimburse Buyer for the direct costs that Buyer incurs as a result of Seller's failure within 10 days of Buyer's written notice, which may include, but are not limited to, costs and expenses related to the return of a non-conforming shipment(s) and for replacement shipment(s), including all delivery and freight costs. Seller will not be responsible for indirect or consequential damages associated with its failure to deliver conforming Product unless such failure arose in connection with (i) the negligence or intentional misconduct of a member of Seller Group or (ii) Seller's decision to supply Product or product substantially similar to the Product to a customer other than the applicable Buyer which contributes to a failure to timely supply Product to Buyer.

9. Indemnity. Seller is responsible for the actions of Seller Group. Seller will indemnify Buyer and, its parent, subsidiaries and affiliates, directors, officers, agents and employees (the "Buyer Indemnitees"), and hold them harmless against any claim, damage, liability, cost, and other loss of any kind whatsoever (including fees and expenses of attorneys) for personal injury or damage to property caused by Seller Group in connection with the Contract or other Work performed in connection with these Terms. This indemnity survives the termination of the Contract and these Glass Production Terms.

10. On-Site Work. To the extent that a member of Seller Group enters the Buyer's premises or facility in connection with the Production Goods purchased by Buyer, Seller agrees to the following:

10.1. Quality & Safety: (a) all of the Work will be of the highest quality and conform to the best practices in the relevant industry. The Work will comply with all applicable laws, including, without limitation, applicable local building codes. Seller will provide reasonable support as requested by Buyer to address and correct quality concerns and Buyer may hold Seller responsible for costs associated with quality-issue investigation and containment to the extent caused by Seller's acts or omissions. (b) Seller will cause Seller Group to follow all of the safety requirements and procedures of the applicable Buyer premises and facility and will establish and enforce appropriate safety, health and work practices for the jobs being performed and will comply, and will cause Seller Group to comply, with all applicable safety laws, rules and regulations. Seller is responsible for the safety of all members of Seller Group and those affected by the actions of Seller Group.

10.2. Seller Personnel & Plant Conduct. (a) Seller will retain or employ only qualified personnel in the performance of the Work. Unless the Specifications or Purchase Order require the use of specific subcontractors, Seller will select its own subcontractors. Seller will provide to Buyer the name of each subcontractor that Seller will use in the Work promptly upon Buyer's request. At Buyer's request, Seller will replace any of its on-site employees, agents or subcontractors who fail to follow applicable laws or rules or policies applicable to the Buyer's premises or facilities. (b) Seller must follow, and must cause the members of Seller Group to follow, Buyer's personal conduct policies, including but not limited to Buyer's Policy Against Harassment while dealing with Buyer employees or agents. The following are not permitted in a Buyer facility or at Buyer's premises at any time: weapons; drugs or alcohol; private radio transmissions; aluminum cans; smoking; short pants; bare shoulders; open

toe shoes; or torn pants or shirts or other clothing or hairstyles presenting a safety hazard. The determination of a safety hazard will be made solely by Buyer's health and safety manager. (c) Seller will, and will cause Seller Group to, conduct the Work so as not to interfere with Buyer's general operations or with other contractors that may be at the Buyer's location. Buyer or its designee will coordinate the activities of its own employees and each contractor it hires. Seller will, and will cause Seller Group to, participate with Buyer and other contractors by reviewing and coordinating schedules.

10.3. Immigration and Labor. If Seller uses employees and contractors for the Production Services that are not citizens of the country of Buyer's facility, Seller will be responsible to ensure that all applicable immigration and labor requirements are met for its employees and contractors, and that its contractors are appropriately licensed to provide the relevant Production Services. Seller will defend, indemnify and as applicable reimburse Buyer for any liability incurred by Buyer in connection with such non-compliance. Buyer will have the right to control the defense of any claim made against Buyer.

10.4. Seller's Insurance. Unless the Contract specifically provides otherwise, Seller will provide the insurance coverage for Seller and members of Seller Group involved in the Work or in supporting the Work as listed in Attachment A.

## 11. Intellectual and Industrial Property.

11.1. Non-Infringement. Seller represents, warrants and agrees that the Production Services, Production Goods (including all components of the Production Services and Production Goods) and any other materials (including any designs, drawings, and Documentation) provided under the Contract do not and will not violate or infringe any United States or foreign patent, trademark, copyright, trade secret, trade name or other intellectual or proprietary right, except to the extent that the infringement necessarily arises from the Specifications that Buyer provided to Seller. Seller further warrants that it possesses, and agrees that until transfer to Buyer it will at all times possess, good and marketable title to the Work, free and clear of any liens or other encumbrances (other than the security interest granted by the Seller to Buyer).

11.2. IP Indemnity. Seller will defend, indemnify and hold harmless Buyer and its Indemnitees against any Losses arising out of any claim that the Work, Buyer's use of the Work or Buyer's sale of products manufactured using the Work infringes any patent, copyright, trademark or other intellectual or industrial property right. This indemnity will survive the acceptance of and payment for the Work, the expiration of the Warranty covering the Work, and any expiration or termination of the Contract. If use of the Work or any part of the Work is enjoined (including due to, without limitation, infringement by the Production Good of any patent, copyright, trademark or other intellectual or industrial property right or Seller's failure to have valid licenses to produce or manufacture the Production Goods), then Seller will at its own expense and at its option, but in addition to any other remedy to which Buyer may be entitled, do the following: (i) obtain for Buyer the right to use the Work and to sell products manufactured using the Work; (ii) modify the Work so that it becomes non-infringing and meets the Specification and other requirements set out in the Contract; or (iii) procure and deliver to Buyer alternate Work that meets the requirements of the Contract so that Buyer has the right to use and to sell products made with alternate Work, on the condition that the provisions of this Section 9.2 will continue to apply to the alternate Work.

## 12. Compliance with laws.

12.1. Applicable Laws. (i) The Work and any goods supplied in connection with the Work must comply with all applicable federal, state, and local laws, rules, and regulations (including but not limited to those related to safety and the environment) where the Production Goods will be located, and the Production Services performed. The Work must be free of ozone depleting materials and asbestos. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal or regulatory requirements, it will notify Buyer in writing and obtain Buyer's instructions before acting. Unless the Contract expressly states otherwise, Seller will obtain all necessary permits. (ii) Each member of Seller Group will at all times comply fully with all applicable laws and regulations in its performance of the Contract, including but not limited to safety and the environment, and will neither take nor refrain from taking any action impermissible, penalized, and/or that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-

Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) ("OFAC") or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach, or the breach by a member of Seller's Group, of the preceding sentence constitutes cause for immediate termination of the Contract and any or all Purchase Orders. (iii) Upon request, Seller must provide to Buyer a set of shipping documents and information including but not limited to the Country of Origin (COO) certificates and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Production Goods (including Production Goods that may be provided as part of Production Services performed) supplied pursuant to a Contract, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any. Upon request, Seller agrees to trace and certify, or, if Seller does not manufacture the Production Goods, to require the manufacturer of the Production Goods to trace and certify, the country of origin of products purchased by Seller and to promptly provide Buyer with such documents and certificates. In all cases where Seller is acting as the exporter, Seller must also provide the COO and export classification information to Buyer via the packing list and the customs invoice, and Seller is responsible for obtaining any required licenses or other approvals from the applicable customs authorities. (iv) Seller will not purchase materials from any country sanctioned by OFAC. Please consult <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for the latest list. Seller will also communicate and hold all tiers of its supply chain to these same standards. (v) Seller certifies that its business and supply chain is maintained in a lawful and socially responsible way including, among other things, that neither human trafficking nor slavery or forced labor takes place in any part of Seller's business, and that Seller does not use slavery or forced labor in any of its forms, including human trafficking. (vi) During the term of these Glass Production Terms or a Contract and, in each case, for 5 years after, Buyer and Guardian have the right, upon reasonable notice and during normal business hours, to audit and review Seller's records in relation to Seller's compliance with this paragraph. (vii) Where the Production Goods and/or Production Services procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional terms), the additional terms, including FAR (Federal Acquisition Regulations), DFAR (Defense Federal Acquisition Regulations), C-TPAT (Customs-Trade Partnership Against Terrorism), EU AEO (Authorized Economic Operator) requirements apply to the Contract. Seller acknowledges and agrees that it will comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

#### 12.2. Conflict Minerals.

(a) Seller agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Buyer or Guardian for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Production Goods supplied by Seller to Buyer. In order to comply with this section 12.2, Seller must either (i) register its organization with iPoint Conflict Minerals Program (IPCMP) at: <http://www.conflict-minerals.com> and submit online all requested information, or (ii) complete the Electronic Industry Citizenship Coalition® and Global e-Sustainability Initiative (EICC-GeSI) template at: [www.conflictfreesmelter.org](http://www.conflictfreesmelter.org) and submit all requested information to the requesting party. If Seller is a smelter, Seller also agrees to comply with the Conflict-Free Smelter Program protocols developed by EICC-GeSI. As used above, the term "Conflict Minerals" means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State.

(b) Seller understands and acknowledges that any information provided pursuant to this Section 12.2 may be provided by Buyer to its customers and may be used by Buyer's customers to comply with their reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Seller to Buyer changes during Seller's performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer's request.

(c) Seller agrees to include substantially the same requirements set forth in 12.2 (a) – (c) above in each contract with any of its sub-suppliers that provide any material or sub-component incorporated into Production Goods supplied to Buyer.

12.3. Compliance with Environmental Laws and Regulations. Seller is required to comply with applicable local, regional, national and international regulations, regarding Production Goods sold to Buyer regardless of whether the substances composing the Production Goods are supplied to be used on their own, in preparations (also called mixtures), in articles or in their packaging, which may include, but is not limited to the European REACH regulations 1907/2006, the European Regulation (CE) 1272/2008 on the classification labeling and packaging of substances and mixtures (CLP Regulation).

13. Term, Default, and Remedies.

13.1. Term. These Glass Production Terms are effective on the Effective Date and, unless earlier terminated as specifically set forth in these Glass Production Terms, will continue in effect until terminated by a Party upon at least 30 days' prior written notice to the other Party (the "Term"). The foregoing notwithstanding, any termination of these Glass Production Terms or a Contract by Seller will have no effect on any then-ongoing Work unless otherwise instructed by Buyer in writing. Buyer may terminate a Contract, or any Work covered by a Contract, as set forth in these Glass Production Terms.

13.2. Default. TIMELINESS IN GOODS PROCUREMENT AND SERVICE DELIVERY IS ESSENTIAL TO BUYER'S BUSINESS AND TIME IS OF THE ESSENCE UNDER THE CONTRACT. Seller will be in default under the Contract if Seller: (a) fails to deliver the Production Goods or Production Services as required by the Contract; or (b) files for bankruptcy or insolvency, admits in writing Seller's inability to pay its debts as they fall due, makes an assignment for or to the benefit of creditors, or consents to the appointment of a receiver; or (c) has an involuntary bankruptcy petition filed against Seller or a receiver appointed for Seller or Seller's property, and such filing or petition is not vacated within 60 days; or (d) stops or announces Seller's intention to stop conducting business as a going concern or doing work of the same kind as the Work, or Seller abandons the Work; or (e) breaches a provision of the Contract, other than a breach of the type specified in Section 13.2(a), and the breach is not cured within 10 days after Seller receives written notice of the breach, if such breach is capable of being cured. The foregoing notwithstanding, there is no cure period for breaches involving safety, the environment or failure to comply with the requirements of Section 12.

13.3. Consequences of Default. If Seller is in default as provided above, Buyer may, in its sole discretion and in addition to any other remedies to which it may be entitled, do one or both of the following: (a) terminate the Contract or the applicable Work, or any or all of them, and take possession of the Work and materials that may have been purchased for the Work, and pay to Seller the amount (if any) equal to the lesser of (i) the fair value of the Work performed and (ii) the Purchase Price, less all costs incurred on account of the default (including without limitation costs for internal personnel and reasonable overhead) of completing the Work per the Work Schedule – in either case less all sums paid under the Contract, and to recover any sums paid in excess of that amount; and (b) recover damages for breach of contract and default.

13.4. Termination by Guardian for Convenience. Buyer may terminate a Contract or any Work under a Contract for any reason by delivering written notice to Seller at least 5 days before the effective date of termination. After receiving notice, Seller will terminate the applicable Work as follows: (i) terminate all orders and subcontracts chargeable to the Work that may be terminated without cost, (ii) terminate and settle, subject to Buyer's approval, other orders and subcontracts that were entered into solely in connection with the Work where the cost of settlement will be less than costs incurred if the work is completed, (iii) transfer to Buyer, per Buyer's instructions only, all materials, supplies, work in process, facilities, equipment, machinery or tools Seller has acquired in connection with the Work and for which Seller has been paid, and (iv) transfer to Buyer all documentation and information related to the Work in the format requested by Buyer. Upon termination and Seller's compliance with the above requirements, to the extent that Buyer has not already paid for such items, Buyer will reimburse Seller for: (i) the portion of the Work Seller has completed, plus (ii) the cost of the material already delivered to Buyer's site, plus (iii) the cost of bona fide, irrevocable orders that Seller has placed specifically for the Work before termination, which costs will be paid after the materials are delivered to Buyer's site or such other site specified by Buyer. Seller must submit its

reimbursement request to Buyer in writing, with a reasonably detailed explanation of amounts requested to be reimbursed, and Buyer's approval of such request, which will not be unreasonably withheld, conditioned, or delayed, is required before Buyer is obligated to reimburse Seller for such costs.

13.5. Termination by Seller. Seller may terminate a Contract if Buyer fails to pay Seller amounts that are due and owing to Seller under such Contract within 30 days after delivery of written notice to Buyer regarding such non-payment, except for amounts that are subject to a good faith dispute. Such termination will have no effect on other Contracts that Buyer may have with Seller or which other Buyers may have with Seller or other Sellers.

#### 14. Other Matters.

14.1. Confidentiality. For purposes of these Glass Production Terms, (a) "Buyer Information" means all information that Seller or anyone in Seller Group, receives from Buyer or observes or obtains at a Buyer facility, including, but not limited to, information relating to: the Work, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its affiliates and their customers; (b) Seller will not, and will cause members of the Seller Group not to, disclose to any third party or to use for any purpose other than performing Work for Buyer and its affiliates, any Buyer Information, without Buyer's written permission (except as may be required by law); (c) Seller will hold all Buyer Information in trust for Buyer's sole use and benefit; and (d) clauses (b) and (c) will not apply to information that is publicly known other than through disclosure by or through any member of the Seller Group. If there is a current confidentiality agreement between the Parties, the provisions of this Section 14.1 will be read in harmony with such agreement.

14.2. Force Majeure. Any delay or failure by a Party to fulfil its obligations under a Contract will not be deemed a breach to the extent that the failure or delay is caused by Force Majeure. "Force Majeure" means acts of God, general unavailability of electric power or other utilities, fire, flood, earthquake, tornado, explosions, riot, war, strikes or lockouts at third parties or government actions issued in an emergency, including those that prevent Buyer from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party's fault or negligence. In no event, however, will Seller's inability to perform as a result of any of the following constitute Force Majeure: (i) Seller's insolvency or financial condition; (ii) change in cost or availability of raw materials or components based on market conditions; (iii) change in cost or availability of a method of transportation; (iv) changes in, or implementation of new, government regulations, taxes or incentives; (v) failure to obtain permits, licenses or other government approvals; (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Production Goods and/or Production Services would be satisfied; or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facility. As soon as possible following the occurrence of an event causing the Force Majeure the Party claiming the Force Majeure must provide notice to the other Party of the reasons for the Force Majeure, the anticipated duration of the delay and the time in which the delay will be cured. During a delay or the failure to perform by Seller, Buyer may, at its option (A) purchase Production Goods and Production Services from other sources and reduce its schedules or commitment to Seller by such quantities, without liability; (B) cause Seller to provide the Production Goods or Production Services from other sources in quantities and at times required by Buyer at the price set forth in the Purchase Order or Commercial Agreement; or (C) request Seller to deliver to Buyer at Buyer's expense all finished goods, work-in-process and parts and materials produced or acquired for work under the Purchase Order. Buyer is not obliged to pay costs that Seller may incur because of a Force Majeure occurrence. If the Party claiming Force Majeure cannot provide assurances that the delay will last less than thirty calendar days, or if the non-performance exceeds 30 calendar days, the other Party may terminate the Contract. If Buyer exercises this termination right, then Seller will promptly deliver to Buyer all requested documentation, materials, components and partially completed Work, and Buyer will, within 30 days of Seller's completion of delivery, pay Seller per Section 13.4 of these Glass Production Terms as if Buyer had terminated the Contract for convenience.

14.3. No Assignment. Seller may not assign these Glass Production Terms nor a Contract or any of its rights or obligations under these Glass Production Terms or a Contract, whether by operation of law or otherwise, without the express prior written consent of Buyer. These Glass Production Terms and the Contract will be fully applicable to each Party's legal successors and permitted assigns.

14.4. Entire Agreement; Amendment. A Contract, if entered into by the Parties, is the entire agreement between the Parties regarding its subject matter; it replaces any previously signed agreements and understandings, oral or written, between Buyer and Seller with respect to the Work. The foregoing notwithstanding, any current, unexpired confidentiality agreements, invention agreements, electronic data interchange agreements or other similar general agreements between the Parties remain in effect. The Contract can be amended only by an agreement in writing signed by authorized representatives of both Parties. No Buyer employee has the authority to modify the Contract without the written approval of an authorized official of Buyer.

14.5. Remedies and Rights. Buyer's remedies provided for in the Contract are in all cases cumulative and not exclusive. If there is a breach, Buyer will be entitled to all rights and remedies provided in the Contract and under applicable law. No waiver of any breach of a Contract by either Party will be deemed a waiver of any preceding or succeeding breach or of any other provision of the Contract. No extension of time for performance of any obligation or act by either Party will be deemed an extension of time for the performance of any other obligation or act.

14.6. Counterparts & Electronic Signatures. Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in ".pdf"), whether of these Glass Production Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

14.7. Contract Interpretation. The Parties desire and intend that all the provisions of these Glass Production Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Glass Production Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Glass Production Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal, invalid, or unenforceable, will remain in full force and effect. The headings in these Glass Production Terms are purely for convenience and are not to be used as an aid in interpretation. These Glass Production Terms and any Contract are not to be construed against either Party as the author or drafter.

14.8. Applicable Law and Jurisdiction.

(a) The United Nations Convention on Contracts for the International Sale of Production Goods will not apply to these Glass Production Terms or any Production Goods or Production Services sold under a Contract.

(b) With respect to a Seller that is (i) organized or incorporated in the United States (each a "U.S. Supplier") or (ii) that is not a U.S. Supplier but with respect to which there is a claim that pertains solely to one or more of Buyer's facilities that are located in the United States, the Agreement will be governed by, and construed and enforced under the laws of the State of Michigan without reference to any choice of law rules or principles which would otherwise dictate application of another state or country's laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of Oakland County, Michigan or the United States District Court for the Eastern District of Michigan.

(c) For any Seller that is not a U.S. Supplier or that does not meet the criteria in Section 14.8(b)(ii), except as provided in Attachment B to these Glass Production Terms, the Contract and these Glass Production Terms will be governed by, and construed and enforced under the laws of the country where Seller is registered and

the Parties select as the exclusive forum for any litigation related to these Glass Production Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Seller is registered.

14.9. Waiver of Jury Trial. **To the extent permitted by applicable law, each Party waives, to the fullest extent permitted by applicable law, any rights that it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the Contract.** Each Party (a) certifies that no representative, agent, or attorney of the other Party has represented, expressly or otherwise, such Party would not, during litigation, seek to enforce the foregoing waiver, and (b) acknowledges the other Party has been induced to enter into the Contract by, among other things, the waiver and certification set forth in this Section 14.9.

14.10. Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller's documentation retention policies or seven years. Buyer and its representatives may audit Seller's records of transactions to the extent needed to verify the quantities shipped and that the prices charged match the Purchase Price. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

14.11. Publicity and Use of Name and Marks. Unless Seller obtains Buyer's written consent, it will not, (a) except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning Guardian or Buyer, or the fact that it has furnished or contracted to furnish to Buyer the items required by the Contract or quote the opinion of any employee of Guardian or Buyer or (b) except as contemplated in the Contract to provide the Production Goods or perform the Production Services, use Guardian's name, logo, trademarks or service marks.

14.12. Status as an Independent Contractor. In all matters relating to a Contract, Seller will be acting as an independent contractor using its own resources and equipment. Neither Seller nor any of the persons furnishing materials or performing Production Services under a Contract are employees of Buyer for any purpose. All communication to employees and subcontractors used by Seller Group will go through Seller's Representative and no member of Seller Group will be integrated into Buyer's work organization.

14.13. Notice. All notices, requests, demands, waivers, and other communications under a Contract must be in writing. Notices to Seller or any member of Seller Group must be sent to the Seller address listed in the Contract or Purchase Order to the attention of the person signing these Glass Production Terms with a copy to the Seller's address provided electronically during Seller on-boarding. Notices to Guardian or Buyer must be sent to Guardian's address listed on the Purchase Order and to Guardian Industries, 2300 Harmon Road, Auburn Hills, Michigan 48326, to the attention of Buyer's Representative and the General Counsel. All notices will be deemed to be given (a) on the second date after the date mailed, if sent via overnight mail by a nationally recognized courier (return receipt requested) or (b) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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[Signatures are on the following page]

By signing below, Seller acknowledges and accepts the Terms and Conditions for Purchase of Glass Raw Materials and Glass Production Goods

**SELLER**

\_\_\_\_\_  
Seller Entity Legal Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**INSURANCE COVERAGE EXHIBIT**

1. Insurance Coverage. Seller will provide the following insurance coverage for Seller and any of Seller's employees, agents or subcontractors involved in the Work or in supporting the Work, which will be primary and non-contributory to any coverages purchased by Buyer or any of its affiliates that cover Buyer:

- A. **Workers Compensation**
  - i. For Work performed in the United States: to statutory limits in any State in which the Work is to be performed under the Contract;
  - ii. For Work performed in any country other than the United States: to statutory limits as dictated in the applicable law.
  
- B. **Employer's Liability Insurance**, Minimum of \$2,000,000 for bodily injury by accident or disease;
  
- C. **Commercial General Liability Insurance**, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability, including the following coverages:
  - i. Premises and operations coverage;
  - ii. Independent contractor's coverage;
  - iii. Contractual liability;
  - iv. Products and completed operations coverage (for 3 years after completion);
  - v. Broad form property damage liability endorsement;
  - vi. Personal injury liability (including contractual); and
  - vii. Sudden and accidental pollution liability.
  
- D. **Comprehensive Automobile Liability Insurance**, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury including contractual liability coverage and covering either:
  - i. "any auto", or
  - ii. "all owned autos," "hired autos," and/or "non-owned autos," as applicable; in which case Seller represents and warrants to Guardian that no automobiles or other vehicles not so covered will be used in the performance of the Production Services or otherwise in connection with activities under the Contract.
  
- E. **Professional Liability Insurance**, if the Work might be ineligible for coverage under Seller's Commercial General Liability Policy by operation of a "professional services" (or comparable) exclusion or exemption, having coverage sufficiently broad to cover such potentially ineligible services with reasonable minimum limits per occurrence and in the aggregate, which coverage will continue in full force and effect for 3 years following completion, expiration or termination of the Contract.
  
- F. **Property Insurance**, covering Seller's machinery and equipment, contractor's tools, or any other property at the worksite that is not intended to be part of the completed Work.

2. Insurance Limits and Information. The limits stated in Sections 1.B, 1.C, 1.D and 1.E above can be provided by a combination of primary and excess liability policies and will be at least \$2,000,000 per occurrence. Seller's insurance will cover claims or suits against Guardian or its affiliates for alleged failure to provide a "safe place to work" and equivalent claims relating to workplace hazards. Seller and its subcontractors will provide Guardian with a copy of such party's Workers Compensation Experience Rating Modification for the 3 years before the beginning of the Work.

3. Additional Insured. All insurance policies required by the Contract, with the exception of Workers'

Compensation, Employers' Liability, and/or Professional Liability Coverage, as applicable, must designate "[the applicable Buyer] and its affiliates and subsidiaries" as an additional insured. Seller agrees, and the applicable policies will provide coverage through the additional insured status for liability arising out of Seller's performance under the Contract or activities relating to such performance.

4. Waiver of Subrogation. To the fullest extent permitted by applicable law; (A) Seller, on behalf of its insurers, waives any right of subrogation that such insurers may have against Guardian or Buyer arising out of the Contract; (B) the insurance specified in Section 1.A and Section 1.B will contain a waiver of the right of subrogation against Buyer and Guardian and, if applicable, an assignment of statutory lien; and (C) any physical damage insurance carried by Seller on equipment, tools, temporary structures and supplies owned or used by Seller will provide a waiver of the right of subrogation against Guardian or Buyer.

5. Policies. The obligation to carry insurance in conformance with the requirements of the Contract, including as set forth in this Insurance Coverage Exhibit, does not modify or limit in any way any other liabilities or obligations assumed by Seller under the Contract, and is independent of the indemnity obligations of the Contract. No cancellation, modification or change in any of Seller's insurance policies will affect Seller's obligation to maintain the insurance coverages required by the Contract. Seller will be held accountable for all insurance coverages including those of sub-contractors. If and to the extent that the insurance coverage maintained by Seller is greater or broader in any respect than the description of the corresponding requirement set forth in this Insurance Coverage Exhibit, then such greater or broader coverage is automatically made a part of such description to the extent necessary to bring Seller's obligations under this Insurance Coverage Exhibit in conformity with the actual coverage in such respect. Neither Guardian nor Buyer has any duty to advise Seller if Seller's insurance is not in compliance with the Contract. Buyer's acceptance of any proof of insurance does not constitute acknowledgement of the adequacy of coverage and/or compliance with the requirements of the Contract, or an amendment to the Contract.

6. Certificates of Insurance. Seller will promptly provide certificates of insurance addressed to Buyer evidencing the coverage required in this Insurance Coverage Exhibit. Buyer has the right, at its option, to (i) provide some or all the required coverage at Seller's expense (either by set off or direct charge), or (ii) suspend access to its facilities for Seller, its employees and subcontractors – without any reduction in Seller's obligations – unless and until the requested certificates have been provided. Seller will provide written notice to us 30 days in advance of any cancellation or non-renewal. Any such change, modification or cancellation does not affect Seller's obligation to maintain the insurance coverages in this Insurance Coverage Exhibit. In addition, furnishing the foregoing certificates of insurance will not relieve Seller from any liability or obligation for which Seller would otherwise be responsible under the Contract.

Attachment B

**EXCEPTIONS TO APPLICABLE LAW AND JURISDICTION**

PRECEDENCE OF TERMS. This Attachment B will apply if applicable to modify Section 14.8 of the Terms and Conditions for Purchase of Glass Raw Materials and Glass Production Goods and shall take precedence over Section 14.8. All other terms not specifically modified below shall remain in full force and effect. The following modifications will apply if the Seller is registered in China and will replace Section 14.8 of the Terms and Conditions for the Purchase of Glass Raw Materials and Glass Production Goods in that instance only, as follows:

General Terms and Conditions – Applicable Law and Jurisdiction – China

14.8 Applicable Law and Jurisdiction. The Contract will be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China in accordance with the provisions of this Section 14.8. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these Glass Production Terms which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall be conducted in both English and Chinese. The arbitration award is final and binding upon both parties.