

TERMS OF SALE

of

**Euroglas GmbH
Dammühlenweg 60
39340 Haldensleben
Germany**

and

**Euroglas AG
Euroglasstr. 101
39171 Osterweddingen
Germany**

1 Scope of Application

(1) The business relationship between the Purchaser and us as the Seller shall be governed exclusively by the following Terms of Sale (TOS) as last amended at the time when the order is placed. Terms and conditions of the Purchaser shall apply only where we have expressly consented to their application.

(2) These TOS shall also be incorporated in any future contracts entered into between the Purchaser and us even where no explicit reference to their application is made in any further business transactions.

2 Conclusion of Contract

(1) Orders shall not be deemed to have been accepted until expressly confirmed by us. This applies also to supplements, amendments, cancellations and other agreements.

(2) We assume that the Purchaser has knowledge of the physical behaviour and properties of glass, particularly in transformed condition, and that such knowledge is up to date with the state-of-the-art technology. If the Purchaser should not have such knowledge, the Purchaser shall be under the obligation to obtain from us in advance any relevant information.

(3) We shall accept only such orders for which complete specifications have been provided to us, including a binding indication of the country of final destination, i.e. specifications stating all details as to the type of glass, quality, thickness, quantity and dimensions.

(4) All processing of our glass as well as assessment of quality and defects shall be in accordance with relevant DIN provisions, general and manufacturer's guidelines current at the time of the submission of the quote and/or, if no quote has been submitted, current at the time of the conclusion of the contract. In the event of conflicting provisions, our own guidelines shall take precedence over general guidelines and standards. Where such standards, provisions and guidelines are not known and/or not available to the Purchaser, we shall provide these to the Purchaser at any time upon the Purchaser's request.

(5) None of our employees, except chief executive officers and authorised signatories (*Prokuristen*), has the authority to enter into any oral agreements deviating from these TOS. That applies in particular to any assumption of guarantees.

(6) Unless otherwise provided for, customary trade terms shall be construed in accordance with Incoterms 2010, including amendments current at the time of the conclusion of the contract.

3 Prices, Terms of Payment

(1) Unless otherwise stated in the order confirmation, prices charged shall be our current list prices in effect at the date of the conclusion of the contract; prices are quoted "ex works" and exclusive of packaging which is charged separately. Our prices are quoted exclusive of statutory VAT which is stated separately in the invoice at the rate current at the invoice date.

(2) Unless otherwise stated in the order confirmation, the purchase price shall be due net (without deductions) and be payable immediately. Payment of the purchase price shall be made in the currency in which it is invoiced. The statutory provisions shall be applied in respect of the consequences of any default of payment.

(3) The Purchaser shall be entitled to set off against our claims only if the counterclaim of the Purchaser has been finally adjudicated upon or accepted by us or is undisputed. Furthermore, the Purchaser shall be entitled to exercise any right of retention only if and to the extent that such right is based on a counterclaim of the Purchaser which arises from the same contractual relationship.

4 Delivery Periods

(1) Delivery periods indicated by us shall not start to run before all technical matters have been clarified.

(2) Performance of our obligation of delivery shall furthermore be subject to the condition of due and timely fulfilment of the Purchaser's obligations. We reserve the right to raise the defence of non-performance of the contract.

(3) We shall be excused from performing our delivery obligation in the event of labour disputes and any instances of force majeure as well as any other circumstances beyond our control affecting our ability to supply, whether occurring on the part of the supplier, sub-suppliers or in the field of transport, including also any cases of unforeseeable operating breakdown or trouble, unforeseeable technical problems, disruptions to the supply of energy and raw materials or transport, measures or decisions by public authorities or war; we shall remain excused from performance for as long as the effects of any of the foregoing circumstances continue, plus an appropriate time required for the recommencement of the supply. Where the impediment persists for more than 3 months, the customer shall be entitled, after setting an appropriate additional period for performance, to withdraw from the contract in respect of that part which has not yet been fulfilled.

5 Shipment, Passing of Risk

(1) Unless otherwise agreed, delivery shall be "ex works". Goods shall be sent to another place of destination at the request and expense of the Purchaser (sale by delivery to a place other than the place of performance upon the Purchaser's request).

(2) The risk of accidental loss or deterioration of the goods shall pass to the Purchaser no later than upon delivery. In the case of sale by delivery to a place other than the place of performance upon the Purchaser's request, the risk of accidental loss or deterioration of the goods as well as the risk of delay shall pass to the Purchaser no later than upon hand-over to the carrier. That applies also to free of charge deliveries.

(3) Where we effect insurance against breakage and transport losses, we shall act as an agent only and shall not assume any responsibility on our part.

6 Liability for Defects

(1) Unless otherwise provided for in the following, the Purchaser's rights in respect of defects in quality or title shall be governed by statutory provisions. Special statutory provisions on final deliveries of products to a consumer shall in any case remain unaffected (recourse against supplier under §§ 478, 479 BGB/German Civil Code).

(2) Our liability for defects shall primarily be based on such specification of the goods as is agreed with the Purchaser. Such a specification of goods shall be considered to have been agreed where product descriptions which are referred to as such have been provided to the Purchaser prior to its purchase order or have been incorporated in the agreement in the same way as these TOS.

(3) In the absence of any agreed specification of the goods, the existence of defects therein shall be determined in accordance with statutory provisions (§ 434 para. 1, cl. 2, 3 BGB). Deviations of execution, dimensions, contents, thickness, weight and shades of colour which are customary in trade and/or related to manufacturing processes or materials shall not constitute defects, unless we have warranted a certain quality of the goods or fraudulently concealed defects (§ 444 BGB). This applies also, for instance, to interference phenomena, double glazing effects, anisotropisms, reflective distortions, multiple reflections, condensations on outer surfaces, clattering noises of bars due to environmental influences. Euroglas shall not be liable for float breakages resulting from Nickel Sulfide inclusions. Nickel Sulfide is a naturally occurring phenomenon in toughened glass and even Heat Soak testing does not guarantee its elimination. Where tolerances apply, these shall be in accordance with DIN standards and our own factory standards. As far as other matters have not been agreed, the guideline for the evaluation of the visual glass quality for the building industry is been used (Hadamard guideline).

(4) The Purchaser's warranty claims shall be subject to the proviso that the Purchaser has complied with its statutory obligations of immediate examination and notification of defects (§§ 377, 381 HGB/German Commercial Code). If goods are found to be defective during such examination or

afterwards, we must immediately be notified in writing. The notification shall be deemed immediate if made within one week; dispatch in due time shall suffice to meet the deadline. Irrespective of such obligation of immediate examination and notification, the Purchaser shall notify in writing all apparent defects (including moisture phenomena, wrong deliveries and short deliveries) within three days of receipt of delivery; dispatch in due time shall suffice to meet the deadline. In case of failure by the Purchaser to immediately examine goods and/or notify defects as required, our liability for any non-notified defects is excluded.

(5) If a delivered item is defective, we shall be entitled to render subsequent performance at our option by means of rectification of defects or delivery of a new item which is free of defects. Any right to refuse the chosen kind of subsequent performance which may be available according to statutory provisions shall remain unaffected.

(6) If subsequent performance has failed, if a reasonable period for subsequent performance set by the Purchaser has expired to no avail, or if such period was not required to be set according to statutory provisions, the Purchaser may withdraw from the contract or reduce the purchase price. The right to withdraw from the contract shall, however, be excluded in the case of minor defects.

(7) The Purchaser's claims for damages and/or for reimbursement of wasted expenditure shall be subject to the limitations according to section 7; unless as admitted thereunder, such claims shall be excluded.

7 Other Claims, Liability

(1) Unless otherwise provided for in these TOS, including the following provisions, our liability for any breach of contractual and non-contractual duties shall be governed by the applicable statutory provisions.

(2) We shall be liable for damages – on whatever legal grounds – in case of intentional conduct and gross negligence. In case of simple negligence, we shall only be liable for i) damage from injury to life, body or health, ii) for damage caused by breach of an essential contractual obligation (the fulfilment of which is fundamental to the proper execution of the contract and may regularly and justifiably be relied upon by the other party); in such case, our liability shall, however, be limited to foreseeable damage typical of the contract.

(3) The limitations of liability as set forth in the foregoing paragraph shall not apply in case of fraudulent concealment of defects by us or where a warranty has been given by us as to the quality of the goods. The same shall apply to claims of the Purchaser under the Product Liability Act (*Produkthaftungsgesetz*).

(4) In case of any breach of duty other than in relation to defects, the Purchaser shall only be entitled to withdraw from the contract or to terminate the contract if the breach occurred through our fault. Any rights of the customer to terminate the contract at any time and for any reason (including without limitation as provided in §§ 651, 649 BGB) are excluded. Unless otherwise stated, the statutory requirements and legal consequences apply as provided by law.

8 Retention of Title

(1) The goods supplied (goods subject to retention of title) shall remain our property until all claims against the Purchaser to which we are entitled now or in future, including in particular any balance claims from current accounts, have been satisfied. If the Purchaser acts contrary to the contract, including without limitation if the Purchaser is in default of a payment obligation, we shall be entitled to claim restitution of any goods subject to retention of title after having set an appropriate period for performance.

(2) The Purchaser shall be permitted to use and resell any goods subject to retention of title in the ordinary course of business for as long as the Purchaser is not in default of payment. The Purchaser shall, however, not give in pledge or assign as collateral security any goods subject to retention of title. The Purchaser assigns to us now as collateral security any claims for payment in their full amount against its customers from the resale of the goods subject to retention of title as well as any claims in their full amount against its customers or third parties which relate to the goods subject to retention of title and are based on other legal grounds (including without limitation claims in tort and for insurance benefits), such claims shall include in particular any balance claims from current accounts. We accept such assignment.

The Purchaser shall remain authorised to collect on our behalf any outstanding debts assigned to us in its own name and for its own account for as long as we do not revoke such authorisation. Our right to collect such debts ourselves shall remain unaffected; we shall, however, refrain from asserting any

of those debts ourselves and shall not revoke the Purchaser's authorisation to collect for as long as the Purchaser continues to duly fulfil its payment obligations.

If, however, the Purchaser acts contrary to the contract, including without limitation if the Purchaser is in default of a payment obligation, we may require the Purchaser to notify us of the assigned claims and their debtors, to notify all such third-party debtors of the assignment of those claims and to provide to us any documents and information which we require for purposes of collection of those claims.

(3) Any processing or alteration of goods subject to retention of title effected by the Purchaser shall always be deemed to be made on our behalf. Where goods subject to retention of title are further processed in a manner involving other goods not owned by us, we shall become a joint owner of any such newly manufactured product in such proportion as corresponds to the value of the goods subject to retention of title (final amount invoiced including VAT) in relation to that of any other goods involved as at the time of their processing. Unless otherwise provided for, the product which is newly manufactured through such processing shall be subject to the same provisions as any goods subject to retention of title.

Where goods subject to retention of title are inseparably combined or mixed with other goods not owned by us, we shall become a joint owner of the newly manufactured product in such proportion as corresponds to the value of the goods subject to retention of title (final amount invoiced including VAT) in relation to that of any other goods involved as at the time of their combination or mixing. Where goods subject to retention of title are combined or mixed with another object in such manner that the other object owned by the Purchaser is to be regarded as the main object, it is now agreed between the Purchaser and us that the Purchaser transfers to us proportionate co-ownership in any such object. We accept such transfer.

Any so created rights of ownership or co-ownership in any object shall be held in trust for us by the Purchaser.

(4) In case of any seizure by third parties of goods subject to retention of title or of any other encroachment by third parties, the Purchaser shall immediately provide an indication of our ownership and shall notify us in writing and without undue delay in order to enable us to enforce our ownership rights. If the third party is unable to reimburse any costs incurred by us in this context, whether judicial or extra-judicial, the Purchaser shall be liable for such reimbursement.

(5) If the Purchaser so requests, we shall release securities created in our favour where their realisable value exceeds the value of our claims outstanding against the Purchaser by more than 10%. We shall, however, be free to determine the securities to be released at our own discretion.

9 Place of Jurisdiction, Applicable Law and Place of Performance

(1) If the customer is a merchant, the place of jurisdiction shall be our place of business in Haldensleben or. Osterweddingen / Germany; we may, however, also bring legal action in the courts of the Purchaser's place of general jurisdiction.

(2) The applicable law shall be the laws of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(3) The place of performance for any supplies shall be Haldensleben or. Osterweddingen / Germany. Unless otherwise agreed in writing, the place of performance for payments shall be Haldensleben or. Osterweddingen / Germany.