

PRECISION GLASS INDUSTRIES ORDER TERMS & CONDITIONS

All sales of goods by PGI Glass, LLC d/b/a Precision Glass Industries ("PGI") to the customer submitting this form ("Customer") are subject to the terms and conditions provided herein. Any sales order that includes different or additional terms that conflict with these Terms and Conditions are objected to and disallowed.

Terms – Customer may submit orders to PGI electronically or in writing at prices quoted by PGI. PGI may accept or reject any order. All sales by PGI to Customer are subject to the terms and conditions set forth herein. A binding contract will arise only when PGI confirms the customer's order or begins execution of the customer's order, as price quotations or other communications from PGI do not constitute offers. No terms contained in any purchase order or other document submitted by Customer will vary or amend the provisions of this form. No PGI employee has authority to change the terms of this agreement or to provide special discounts or rebates without specific written authorization from a corporate officer addressed to Customer.

Delivery and Quantity – Information about delivery periods is indicative and non-binding unless a written confirmation from PGI expressly states the contrary. Partial deliveries are permitted.

Payment and Credit; Expenses – Customer will pay for all goods ordered on its behalf and delivered by PGI pursuant to the credit terms established for the Customer's account. PGI may establish the credit terms for Customer, and may change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by PGI, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by PGI as a result of special actions or requests by Customer.

Late Payments; Consequences – If the Customer fails to make a payment when due, this constitutes a fundamental breach of the contract and: (a) all amounts outstanding to PGI will become due immediately; (b) PGI has the right to cancel any pending orders; (c) all warranties issued under this order will be void; (d) all warranties granted by PGI to Customer under any order will be void; and (e) until Customer brings its account into good standing, PGI may, in its sole discretion, (1) stop work on Customer's other orders and (2) not begin work on any other orders placed by Customer. Customer understands that if it loses its slot on PGI's manufacturing line due to late payment, such slot may be used by PGI for another customer or project, resulting in delays in manufacturing Customer's order. PGI will re-slot Customer's order as soon as commercially practicable after Customer brings its account back to good standing. Customer agrees that any delay to the delivery dates quoted to Customer due to its account being out of good standing is due to Customer's own actions. PGI will provide new delivery dates to Customer upon Customer bringing its account into good standing.

Late Payments; Cost of Enforcement – Customer will pay all costs of collection of any amounts due to PGI, and all costs of collection, including court costs, reasonable fees and reasonable attorney's fees, whether by outside or in-house counsel, and other reasonable expenses. Returned checks will result in a \$25.00 fee per check, per deposit.

Risk of Loss – The risk of loss of all goods purchased by Customer passes to Customer as follows: if the goods are picked up by the Customer or shipped by carrier arranged by the Customer, risk of loss passes when the goods loaded on the truck at PGI's facility; if PGI arranges shipping, risk of loss passes when the goods are available for unloading at Customer's location.

Title to the Goods – Title to the goods purchased from PGI shall not pass to Customer until PGI receives payment in full for the entire purchase order under which the goods were purchased, in which case title to the goods shall pass to Customer at the time of payment.

Purchase Money Security Interest – Customer grants to PGI a security interest in all goods sold by PGI to Customer, and all proceeds and products thereof, to secure payment of the price of such goods and the interest and costs of collection described herein. This security interest is a purchase money security interest. Customer authorizes PGI to file financing statements in connection with this security interest.

Special Services or Products – Special services or products, such as fabrication by PGI of glass provided by the customer, will be subject to additional terms and conditions established by PGI for the operation.

Deadlines for Inspection and Claims – Customer will check each delivery from PGI, and will notify PGI of, and will note in writing on the packing slip any discrepancies between the delivery and the packing slip (including breakage or scratches) and will sign the note and have the driver sign the note, before the driver leaves Customer's premises; otherwise PGI will not give credit for any discrepancies. Customer will inspect all goods purchased immediately and in any event before Customer installs the goods. Customer will retain defective goods for inspection by PGI for one (1) week after notifying PGI of the damage or defect, or longer if so, requested by PGI, and will return such goods to PGI at Customer's expense. PGI will have no liability whatsoever for any defect or non-conformity that is not notified, or if the relevant goods are not made available for inspection, in the manner required by this paragraph.

Limited Warranty and Disclaimers – PGI is a component supplier only and does not warrant code compliance; responsibility lies with the glazing contractor and design team. Fully tempered glass may experience spontaneous breakage due to the presence and expansion of nickel sulfide inclusions that can occur in float glass. This type of breakage may occur without warning and is an inherent characteristic of fully tempered glass. Customer acknowledges that it has been advised of the risk of spontaneous breakage associated with fully tempered glass. Where tempered glass is required for safety glazing or performance reasons, the risk of spontaneous breakage may be reduced through heat soak testing. Heat soak testing is not included unless specifically requested by Customer and confirmed in writing by PGI. For certain fabricated products, PGI's additional warranties are provided in the Precision Glass Industries Limited Warranties document attached hereto (the "Warranties"). PGI PROVIDES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED."

LIMITATION OF LIABILITY

Exclusion of Certain Damages – PGI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF YOU OR PGI HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PGI WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

Limitation on Direct Damages – PGI SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR DAMAGES IN THE CUMULATIVE, AGGREGATE AMOUNT GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO PGI UNDER THE RELEVANT SALES ORDER RELATING TO THE GOODS TO WHICH THE CLAIM APPLIES. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

Indemnification – Customer shall indemnify, defend and hold harmless PGI, its affiliates and their respective officers, directors, employees and agents, against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed by a third party, in any way arising out of Customer's, or any of its agents, breach of this Agreement, negligence or willful misconduct.

Racks – PGI may, in its sole discretion, provide racks for the transportation or storage of its products. The provision of such racks will be governed by the Precision Glass Industries Rack Rider (the "Rack Rider"), which is attached hereto.

Severability – In the event that any term of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable (1) the parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

Taxes – Customer will pay all sales, use, excise and other taxes, and tariffs and duties, due with respect to sales made pursuant to these Terms and Conditions.

Governing Law and Dispute Resolution – This Agreement and the business relationship between PGI and Customer will be governed by Texas law (applied without regard to Texas' conflicts of law principles). Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the AAA under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any State or Federal courts for Harris County, Texas.

Bankruptcy – If the Customer becomes insolvent, files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining discharge of that petition within 75 days, or has a receiver appointed over all or any of its assets, then PGI will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to PGI's right to payment of the price of delivered goods and any damages PGI might suffer.

Confidentiality – "Confidential Information" means any information and data disclosed to or shared with Customer, which includes (without limitation), information (tangible or intangible, written or oral) regarding PGI's technology, patents, patent applications, developments, inventions, designs, drawings, techniques, research, know-how, specifications, products, product plans, services, pricing, marketing information, regulatory information, reports, software, chemicals and formulas, and other business and technical information which is marked "confidential" or "proprietary" at the time of disclosure or by its nature or content is reasonably distinguishable as confidential or proprietary. All Confidential Information is provided "as is." PGI makes no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of any Confidential Information, or with respect to non-infringement or other violation of any intellectual property rights of a third party or of Customer. Customer shall not use Confidential Information for any purpose other than to carry out its duties and obligations under this Agreement. Customer shall not disclose any Confidential Information to third parties without PGI's written consent, nor disclose Confidential Information to its employees, other than directors, officers, employees, consultants, affiliates and agents who are required to have the information in order to carry out Customer's duties and obligations under this Agreement. Any violation or threatened violation of this Agreement may cause irreparable injury to PGI, entitling PGI to seek to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond being required to be posted. For purposes of clarity, all pricing, quotations, drawings, specifications, technical data, and other materials provided by PGI to Customer are considered Confidential Information.

Entire Agreement; Modification – This Agreement, along with the Warranties, the Rack Rider and any other attachments specifically incorporated herein by reference or included by PGI along with its sales orders, sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements or communications between the parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either party in entering into this arrangement other than as specifically set forth herein. This Agreement may be modified only by a written amendment signed by an authorized representative of each party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.

Changes to These Terms and Conditions – PGI may revise and update these Terms and Conditions from time to time in PGI's sole discretion. All changes to these Terms and Conditions are effective immediately upon posting of updated Terms and Conditions to PGI's website (the "Revised T&C Effective Date"). All orders placed before the Revised T&C Effective Date will continue to be governed by these Terms and Conditions. PGI will provide notice to you of revised terms and conditions by either (1) email; (2) notice of new terms and conditions on quotes provided by PGI; (3) notice of new terms and conditions on order confirmations provided by PGI; or (4) by placing the revised terms and conditions on PGI's terms and conditions webpage. You agree to check the PGI terms and conditions webpage to review the terms and conditions which are effective on the date on which you place an order. By placing an order with PGI you agree and accept the terms and conditions which are effective on the date of your order.

Force Majeure – PGI shall be held responsible or liable hereunder for any failures or delays in the performance of its obligations under this Agreement if such failure or delay is caused by activities or factors beyond its reasonable control, including without limitation, war, civil commotion, inclement weather, strikes or labor disputes, lockouts, accidents, fires, floods, earthquakes, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, for so long as such force majeure event is in effect. Notwithstanding the foregoing, PGI shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with PGI's best estimate of the length of time such event will delay or prevent performance hereunder.

Waiver – No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by you and PGI. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Assignment – Customer may not assign or otherwise transfer these Terms and Conditions, in whole or in part, without the prior written consent of PGI. For purposes of these Terms and Conditions, a Change of Control of Customer is considered an assignment. A "Change of Control" shall mean, and be deemed to have occurred upon: (i) a sale or transfer of substantially all of the assets of Customer in any transaction or series of related transactions (other than sales in the ordinary course of business); (ii) the sale or transfer of greater than 50% of Customer's outstanding equity, whether in one transaction or a series of transactions. Any assignment in violation of this clause shall be null and void.

PRECISION GLASS INDUSTRIES RACK RIDER

The customer has requested the material to be packed and delivered on metal racks. PGI is willing to provide these racks and use them to accommodate the customer pursuant to the terms and conditions described below.

If a Customer requests a rack or racks in advance, and such request is approved by PGI, PGI will supply Customer, without charge, metal racks of the type and number necessary, at PGI's discretion, to support the delivery of the material needed for individual projects. PGI warehouse will not be responsible for loading racked orders onto customers' trailers. Customer is required to return the racks back to the PGI warehouse unless pre-approved via written consent through both parties. Customers can also return the racks to their shop for PGI to pick up at no charge if Customer's shop is within the region in which PGI provides free delivery, which region may change from time to time at PGI's sole discretion.

Rack Retrieval is an integral part of PGI operations, the timely return of the racks is critically important. Customers are allotted a 14-day grace period from the day of the delivery to clear and ready these racks for return to PGI. For Racks which were delivered to the Customer, the Customer must contact PGI's logistics team to schedule a pickup.

Rack pickups are subject for pickup based on truck availability, capacity, and routing zones. The customer must maintain the racks until a pickup can be scheduled. The first attempt for rack retrieval will be at no charge (either at the jobsite or customer shop). If the first attempt is unsuccessful, there will be a charge associated with additional pickup attempts per each additional recovery attempt.

If Customer does not request a rack in advance, Customer may request a rack at will-call. Any such request is subject to availability and may result in an additional charge. If PGI does supply a rack in response to Customer's request, an empty rack will be provided for the customer to load. For any such racks which are first requested at will call, PGI will not be responsible for loading products onto racks, nor will PGI be liable for any damage to glass which occurs while loading products onto racks. PGI warehouse will not be responsible for loading racked orders onto customers' trailers. Customer is required to return the racks back to the PGI Warehouse. PGI logistics will not deploy a truck to pick up racks that were first requested at will-call.

All racks supplied by PGI shall remain the sole property of PGI and shall not be subject to any security interest of the customer or its creditors. During the period the racks are in the possession or custody of the customer, the Customer will be liable to PGI for any damages caused by the negligence or misuse of the racks by Customer, its employees, agents, contractors, and the like, including but not limited to storage of the racks. Customer will remain responsible for any damage to property or bodily injury caused by the racks while the racks are in Customer's possession. Customer will indemnify and hold harmless PGI from any claims made by Customer, its employees or any third-party alleging damage to property or bodily injury in connection with the racks.

PGI will maintain a record of the racks and will ask the customer to acknowledge either receipt or return of these racks by signing for them on a separate delivery ticket. On this delivery ticket, the specific serial number of the rack will be noted, and we ask that you verify that the serial number on the racks is the same as on the delivery ticket.

Customer will not use the racks for internal business operations or for any purpose other than receipt of material sent to the Customer's facility and/or jobsite by PGI.

If it becomes necessary to leave PGI Insulated Glass Units (IGU) and/or monolithic glass (lites) on a rack for an extended period prior to glazing and/or unitizing PGI recommends that the IGU and/or lites be stored indoors, in a dry, well-ventilated space. If indoor storage is not available and the units and/or lites must be stored outside on racks, they MUST be tarped and sealed so that there is no water penetration. PGI also recommends that the racks be raised off the ground to avoid the accumulation of water underneath the racks. PGI is not liable for any glass breakage or water damage after customer has received delivery on steel racks.

In the event the racks are not returned within 30 days of delivery to the Customer, or the rack is damaged, normal wear and tear excepted, PGI will bill the Customer \$850 per rack. In the event the Customer does not pay the fees associated with failure to return racks or returning damaged racks, PGI shall be entitled to exercise any remedy at law and the Customer shall be responsible for all reasonable amounts expended by PGI, including costs associated with the recovery of the racks or fees, including attorney fees and court costs in connection therewith.

WARRANTIES OF MERCHANTABILITY. No PGI employee has authority to change PGI's warranties without specific written authorization from a corporate officer addressed to Customer. PGI shall have no liability for defects, whether hidden or apparent, resulting from the improper use, installation, processing or treatment of the racks, or any goods stored on the racks. The Customer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from PGI, if any, in relation to the racks or goods stored on the racks. PGI will not be liable for damage caused to third parties, or for consequential or indirect loss. PGI's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at PGI's sole option; PGI will not be liable for labor costs or for consequential damages under any circumstances.

This agreement constitutes the entire understanding between PGI and the Customer with respect to the racks, and shall not be modified, amended, or altered except in writing, signed by each party.