

GENERAL TERMS AND CONDITIONS OF SALE

This agreement sets forth general terms and conditions of sale. The quotation and sales contract may incorporate additional and more specific commercial and technical requirements of sale. The following general terms and conditions are mutually agreed between BUYER and GLASSLINE to be a part of the sales and purchase order documents.

1. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- A. The term GLASSLINE shall refer to Glassline Corporation and all of its affiliated divisions.
- B. The term EQUIPMENT shall refer to any machine, part, product or service sold by GLASSLINE, including subcontracted/purchased items/options.
- C. The term BUYER shall refer to the buying company and, where applicable, its subcontractors.
- D. The terms and conditions set forth in this agreement are effective at the receipt of order by BUYER and are subject to change by GLASSLINE without notice before receipt of order by Buyer.
- E. Quotations are valid for 30 days, unless noted otherwise.
- F. No terms, conditions, understandings, usage of trade, dealings or agreements, purporting to vary, modify, explain or supplement this agreement shall be binding, unless and until hereinafter made in writing and signed by BUYER and GLASSLINE.
- G. This agreement, and its interpretation, shall be governed by the laws of the State of Ohio. If any provision or term of this agreement is held to be invalid, void or unenforceable, the remaining provisions and terms of the agreement shall remain in force and effect, and shall in no way be affected, impaired or invalidated thereby. In all cases, the rights and duties of the parties in a dispute arising out of this transaction shall be governed by the laws of the State of Ohio.
- H. The delegation or assignment by BUYER of any or all of its duties or rights under this agreement without the prior written consent of GLASSLINE shall be void.
- I. Any information, suggestions or ideas transmitted by BUYER or GLASSLINE, or any of their respective representatives, in connection with the performance under this agreement are not to be regarded as secret or submitted in confidence, except as may be otherwise provided specifically in a document signed by a duly authorized representative of GLASSLINE.
- J. This agreement supersedes all previous agreements, written or verbal, and contains the entire agreement between the parties.

2. TERMS AND CONDITIONS OF BUYER

Should BUYER have standard terms of acceptance that it wishes to make a part of this agreement, such terms must be provided at the time a quotation is requested and agreed to in writing by GLASSLINE, so that the costs of compliance to such terms as GLASSLINE may agree, if any, may be added to the bid. GLASSLINE reserves the right to quote these compliance features separately and above their standard quotation.

3. DELIVERY AND CLAIMS

- A. The quoted shipment schedule is non-binding. The shipment schedule will be set at time of order, and is contingent upon BUYER supplying a clear scope of supply, all technical information, and any required downpayment. A new delivery date may be required, depending on any technical or scope changes requested after the order date, or delays in receiving payments according to agreed dates.
- B. GLASSLINE shall not be liable for delays in delivery caused by any reason beyond GLASSLINE's control, including, but not limited to, force majeure, supplier failure, any interruption of GLASSLINE facilities, or any act of any government, or licensing authority.
- C. Unless otherwise noted in the quotation, all shipments are ex-works GLASSLINE Perrysburg, Ohio plant. BUYER bears all risks of loss or damage to the EQUIPMENT from the time the EQUIPMENT has been placed at the disposal of Buyer at GLASSLINE, whether shipping is arranged by BUYER or on behalf of BUYER by GLASSLINE. In any case, shipments shall be made strictly according to Incoterms 2000.
- D. After the EQUIPMENT is placed at the required transfer point for BUYER, GLASSLINE neither assumes responsibility for nor authorizes any expenses, including electrical work, plumbing, compressed air supply, millwright work, extensions/additions, or materials necessary for the set up and operation of the EQUIPMENT in BUYER's plant or elsewhere. It remains the BUYER's responsibility to meet all federal, state and local codes and regulations.
- E. Claims for shipping damage, concealed or otherwise, are the responsibility of BUYER and should be taken up with the delivering carrier within the stated time allowed for claims. Claims for shipping shortages will not be allowed, unless reported to GLASSLINE within 10 days of shipment.

4. TITLE

- A. Title to the EQUIPMENT, thus delivered, shall remain with GLASSLINE; until the full purchase price has been received.
- B. BUYER shall keep the EQUIPMENT fully insured, with GLASSLINE named as loss payee until the purchase price is paid. Neither BUYER nor GLASSLINE shall assign the applicable insurance contact without prior written consent of the other.
- C. Monthly interest, at the rate of 1-1/2% per month on the total unpaid value of the EQUIPMENT will be charged if delivery is delayed at BUYER's request for more than thirty (30) days after buy-off, or if final payment is delayed beyond thirty days (30) after shipment. BUYER shall execute and deliver to GLASSLINE such documents and financial statements as may be necessary to perfect the lien or security interest of GLASSLINE to protect the unpaid balance of the purchase price.

- D. All tools, materials, software, programs, designs, or any technology created for the purpose of producing the EQUIPMENT are the sole property of GLASSLINE, unless furnished by BUYER with the order. All intellectual property created by GLASSLINE shall remain property of GLASSLINE.

5. WARRANTY

- A. GLASSLINE warrants against defects in material and workmanship. Items manufactured by others but installed in or affixed to GLASSLINE EQUIPMENT are not warranted by GLASSLINE, but bear only such express warranties, if any, of the manufacturer thereof. GLASSLINE shall replace or repair at its choosing, (ex-works GLASSLINE Perrysburg, Ohio plant) any defective manufactured parts without charge to BUYER. The warranty does not apply to any labor charges for removal and/or replacement, or to any part thereof which has a life, under normal usage, inherently shorter than the warranty period. The warranty will be active for a period of:
 - 1) Machinery: 12 months from date of shipping.
 - 2) Replacement/Repaired parts: 6 months from date of shipping.
- B. Warranty shall be deemed waived by BUYER if:
 - 1) The EQUIPMENT is not properly installed by BUYER, according to GLASSLINE installation instructions.
 - 2) The EQUIPMENT has been subjected to misapplication or misuse, neglect, damaging conditions, or is modified in any way without written approval by GLASSLINE.
 - 3) The production or use of the EQUIPMENT for which it was not intended, or on products out of specification.
- C. The warranty set forth herein is in lieu of all other warranties, whether express, implied or statutory, including those of merchantability and fitness of any product for a particular purpose, and of any other obligation or liability on GLASSLINE's part of any kind or nature whatsoever.
- D. The warranty granted herein is non-transferable, and is granted only to the original BUYER.
- E. No employee, agent or other representative has any authority to waive, alter, vary or add to the terms hereof without prior approval in writing, signed by an officer of GLASSLINE.

6. LIMITATION OF LIABILITY

- A. It is expressly understood that GLASSLINE's liability for any damages arising out of or related to this transaction, or for its EQUIPMENT, whether in contract or in tort, is limited to the repair or replacement of the parts thereof as stipulated in the warranty, and is not to exceed the contract price in respect to which the claim is made.
- B. BUYER is solely responsible for ensuring the safety of all personnel who may be in close proximity to the EQUIPMENT.
- C. GLASSLINE will not be liable for any other injury, loss, damage or expense, whether direct, incidental or consequential, including but not limited to labor, loss of use, downtime, loss of material, products income, profit or production, or increased cost of operation, or spoilage of damage to material, arising in connection with the sale, installation, use of, or inability to use, or the repair or replacement of, or late delivery of, GLASSLINE EQUIPMENT.
- D. BUYER shall indemnify, defend and hold harmless GLASSLINE and its directors, officers, agents and employees, against any and all demands, claims, actions, damages, liabilities, costs, expenses (including reasonable attorney fees and expenses) and other losses of any kind whatsoever, whether based upon theories of contract, tort, negligence, strict liability, warranty, indemnification, contribution, statute or otherwise, for personal injury or property damage caused by BUYER or by any of its directors, officers, agents, employees or subcontractors, arising out of or relating to the Equipment Buyer shall give GLASSLINE prompt written notice of any such matters and the full opportunity to defend itself against them. This indemnity of BUYER shall survive the termination of this agreement.
- E. The remedies and limitations set forth in this agreement are the exclusive remedies for claims based upon any defect in or failure of EQUIPMENT, whether products or services, whether such claims are presented in contract or in tort (including negligence) and however and wherever instituted. Upon the expiration of the warranty period, all such liability shall terminate.

7. ORDER ACCEPTANCE

GLASSLINE reserves the right to refuse any order. An order shall be deemed accepted and a binding contract formed when the initial payment has been received and the order is acknowledged in writing by GLASSLINE.

8. CANCELLATION BY BUYER

BUYER may cancel the order for all or any EQUIPMENT by written notice prior to shipment. GLASSLINE will stop work on the order as soon as possible after receipt of written cancellation. BUYER agrees to pay GLASSLINE for all costs incurred by GLASSLINE and/or other suppliers attributed to the order, including but not limited to components, work-in-process, labor, burden and overhead. Such payment will not transfer title to BUYER.

9. ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and the statutes of the State of Ohio. All hearings held in connection with any such arbitration shall be held in Toledo, Ohio (unless the parties agree otherwise in writing), the award of the arbitrator(s) shall be final and binding upon the parties, and the judgment upon and the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.