



TERMS AND CONDITIONS

1. Applicability.

(a) Unless otherwise agreed to in writing by Cameron Glass, Inc. (“**Seller**”), these Terms and Conditions shall apply and govern each sale and purchase order between Seller and you (“**Buyer**”). Seller and Buyer may be referred to herein individually as a “Party” or collectively as “Parties.” By placing an order with Seller, Buyer expressly agrees that the following Terms and Conditions (“**Terms**”) shall govern the relationship between Buyer and Seller, and shall control over all quotations, invoices, and purchase orders. It is expressly agreed to and acknowledged by Buyer that Seller’s agreement to enter into a business relationship with Buyer is expressly conditioned upon Buyer’s acceptance of the Terms set forth herein. In the event of any conflict between Buyer’s terms and conditions and these Terms, these Terms shall control.

(b) The accompanying Quotation, Order, Purchase Order, or Invoice (as applicable) (the "**Sales Confirmation**") for the articles, items, and/or materials described therein (the “**Goods**”) and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Specifications. Buyer expressly agrees and acknowledges that it is Buyer’s sole responsibility to provide Seller, in writing, all specifications, drawings, critical dimensions, measurements, requirements, and standards (collectively, “**Specifications**”) for all products to be fabricated by Seller prior to production. Seller assumes no liability to Buyer for any damages Buyer may incur as a result of its failure to provide accurate Specifications.

3. Changes to Specifications. Orders may not be changed after acceptance by Seller without the express written consent of Seller. All requested changes to any order placed by Buyer must be in writing and received and accepted by Seller. All requested changes must be accompanied with sufficient information, including revisions to drawings and specifications. Requested changes submitted by Buyer may result in increased unit pricing, delivery delays, tooling charges and other unforeseen expenses, and Seller assumes no liability to Buyer in connection with any such increased pricing, delivery delays, tooling charges, and/or other unforeseen expenses. It shall be Buyer’s sole responsibility to notify Seller in writing of any requested change, provided that such written notification of any requested change shall not impose any duty on Seller to accept or comply with such requested changes.

4. Quote Expiration. Seller reserves the right to change, alter, amend or withdraw quotations at any time. The terms set forth in any quote prepared by Seller are valid through the date as indicated in such quote, except in the case of goods imported from offshore suppliers.

5. Lead Time. Normal lead time for flat glass is four (4) to six (6) weeks. Normal lead time for bent glass is eight (8) to ten (10) weeks. Add two (2) weeks for the first order of any part to allow time for print creation, machine programming and tooling. Requests for a shorter lead time may be made when an order is placed, but no assurances are given that Seller will accommodate such requests.

6. Shipping Tolerance. All order quantities are subject to a shipping tolerance of plus or minus five (5) percent (+/- 5%).

7. Tooling/Art. All tooling, art, and screens shall remain the property of Seller. All tooling changes must be paid at the time the first order is placed by Buyer unless Seller has given its prior written consent.

8. Delivery.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the Parties, Seller shall deliver the Goods to Seller's Location (as defined herein below) (the "**Delivery Point**") using Seller's standard methods for packaging such Goods. Buyer shall be responsible to arrange any necessary freight carrier transportation at Seller's Location. If the Delivery Point is other than Seller's Location, Buyer shall be responsible for all unloading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Seller is unable to deliver the Goods at the Delivery Point because Buyer has not provided appropriate freight carrier transportation instructions, documents, licenses or authorizations: (i) the Goods shall be deemed to have been delivered; and (ii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

9. Shipping Terms. Claims against a freight carrier are the sole responsibility of Buyer. Seller may provide reasonable assistance to Buyer in an effort to resolve Buyer's claims against a freight carrier, but Seller shall have no obligation to do so. Seller shall have no liability for the actions or omissions of any freight carrier. Deductions made by Buyer for payments related to freight claims with Seller's prior written consent will result in a chargeback to Buyer.

10. Title and Risk of Loss. Title and risk of loss of or damage to the Goods shall pass from Seller to Buyer when the Goods are shipped Ex-Works Seller's Location in Broken Arrow, Oklahoma. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Oklahoma Uniform Commercial Code.

11. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

12. Inspection and Rejection of Nonconforming Goods.

(a) Buyer expressly agrees to immediately inspect all orders produced by Seller upon receipt or delivery ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period immediately following such Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) Goods shipped are different than identified in Buyer's purchase order; or (ii) the Goods' label or packaging incorrectly identifies its contents. Buyer shall not discard any alleged

defective Goods until such time as Seller has been provided with written notice of the defective Goods and an opportunity to review and inspect the same. Seller shall not be responsible for any alleged defective Goods or any damage to Buyer arising from, under, or related to any alleged defective Goods in the event Buyer destroys, alters, or discards the alleged defective Goods prior to inspection by Seller. Deductions made by Buyer for payments made to Seller for alleged defective Goods without Seller's prior written consent will result in a chargeback to Buyer.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 3550 West Tacoma Street North, Broken Arrow, OK 74012 ("**Seller's Location**"). If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point, or such other location mutually agreed by the Parties.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 12(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 12(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

13. Price.

(a) Buyer shall purchase the Goods from Seller at the price[s] (the "**Price[s]**") set forth in the Sales Confirmation.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

14. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller [on receipt/within [NUMBER] days from the date] of Seller's invoice. Buyer shall make all payments hereunder by cash, check, or credit card customarily accepted by Seller, and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, Seller's reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

15. Limited Warranty.

(a) Seller warrants to Buyer that the Goods will materially conform to the Specifications provided by Buyer for a period of one (1) year following delivery of the Goods to Buyer (the “**Warranty Period**”). This warranty is non-transferrable.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 15(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (d) ANY WARRANTY AGAINST GLASS BREAKAGE, IMPROPER HANDLING DURING TRANSIT, IMPROPER STORAGE, OR IMPROPER INSTALLATION, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 15(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Seller shall not be liable for a breach of the warranty set forth in Section 15(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within one day of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 15(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 15(d) and Section 15(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 15(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 15(A).

16. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Buyer

acknowledges that the products produced by Seller are fragile and susceptible to damage and destruction if handled or installed improperly. Buyer further acknowledges that the products produced by Seller can cause serious physical injury or death if handled or installed improperly. Buyer hereby expressly assumes all responsibility for the handling and installation of the products purchased from Seller and relieves and waives all claims which it may have, now or in the future, against Seller, for damages or injuries arising from, under, or related to the Goods purchased from Seller. Buyer shall indemnify and hold Seller harmless from any claim, lawsuit, cause of action, or demand made against Seller by any person or entity arising from, under, or related to Buyer's purchase of Goods from Seller.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 16(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

17. Compliance with Law. Buyer shall comply with all laws, regulations and ordinances applicable to this Agreement. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

18. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

19. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

21. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental

actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

25. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Oklahoma. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

26. Submission to Jurisdiction. Buyer hereby submits to the exclusive jurisdiction of the District Court of Tulsa County, State of Oklahoma, or the United States District Court for the Northern District of Oklahoma for any lawsuit arising out of this Agreement.

27. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.