

# GUARDIAN CONDITIONS OF SALES

These Conditions of Sales ("Conditions") govern all sales by Guardian Europe Sàrl and any of its affiliates (individually or together, "Guardian") to their customers (the "Customer"). The Customer agrees to these Conditions by placing orders with Guardian. In case of different or supplementary agreements or conflicting conditions, the express written consent of Guardian is required. Customer's Conditions are expressly rejected. This also applies if Guardian in awareness of any conflicting or deviating terms and conditions on the part of Customer fulfills the agreement unconditionally. All orders for deliveries as well as any special conditions of warranties agreed to by Guardian require a written confirmation by Guardian. This requirement of form may only be waived by a written agreement.

## 1. Orders, Delivery and Quantity

1.1. An order placed by Customer is considered an offer to purchase under these Conditions. Guardian may accept or reject any order. A binding contract will arise only when Guardian confirms the Customer's order or delivers the goods. Price quotations or other communications of whatsoever nature from Guardian, do not constitute offers.

1.2. Information about delivery periods is indicative and non-binding unless Guardian's written confirmation expressly states the contrary. Partial deliveries are permitted. A variation in the quantity delivered amounting to less than 2% of the quantity ordered is acceptable as proper performance, and the Customer will pay for the amount actually delivered.

1.3. If the Customer, without being entitled to do so, delays delivery of the goods, or refuses to accept the goods, or a part thereof, or cancels the confirmed order / offers to purchase if Guardian begins the execution of such order, Guardian may proceed as follows: (i) for already produced goods, Guardian is entitled (a) to store the goods at the expense and the risk of the Customer and after an initial storage period of at least 1 (one) month, charge the Customer the actual storage cost, and (b) to notify the Customer of a reasonable time period (of at least 15 (fifteen) days) within which the goods must be delivered. After the expiry of this period, Guardian has the right to dispose of the goods in a different manner and the Customer shall be deemed to have refused to accept the goods and the following Sections 1.3 (ii)-(iii) will apply. (ii) Guardian may charge 100 % of the confirmed order sum (or invoice sum), reflecting the cost of manufacture, remarketing, or disposal and Guardian's loss of profits; (iii) in addition to the above, Guardian may charge the Customer any reasonable and proven costs above the confirmed order sum (or invoice sum), the transportation costs of goods back to Guardian's premises if and when applicable.

## 2. Inspection and Claims

2.1. The Customer will, without undue delay, check each delivery from Guardian, and will immediately note any apparent defects on the delivery document. The Customer will then inspect all goods promptly as to possible defects that are not apparent. The Customer must provide specific information on defects without any delay after discovery, and in any event before the Customer transforms or sells the goods. Guardian cannot be held liable for defects, which are not notified within such periods.

2.2. The transformation of the goods by the Customer entails the acceptance by the Customer of the delivered goods in the state in which they were delivered, Guardian cannot be held liable for any defect after a transformation.

2.3. The Customer will retain goods damaged in transit and defective goods for inspection by Guardian after notifying Guardian of the damage or defect, and will return such goods to Guardian at Guardian's request and expense. Guardian will have no liability whatsoever for any damage, defect or non-conformity if the relevant goods are not made available for inspection.

## 3. Payment and Credit; Expenses

Guardian may assign or subrogate its accounts receivable, and the Customer will pay for all goods on the terms printed on the invoice or other written notification submitted by Guardian. Guardian may establish credit terms for the Customer, change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. If Guardian accepts checks, bills of exchange or other commercial paper as a means of payment, payment will be deemed to occur only at the time that Guardian actually receives cleared funds in its bank. The Customer may not make any deduction or set-off from any payment without Guardian's prior written consent. Customer will pay all costs incurred by Guardian as a result of Customer's special requests and any specific additional costs and Guardian reserves the right to impose extra charges for Customer's delays in unloading trucks.

## 4. Late Payments and Cost of Enforcement

If the Customer fails to make a payment when due, this constitutes a fundamental breach of the contract and: (a) all amounts outstanding to Guardian, including any

unearned settlement discounts, will become due immediately; (b) Guardian has the right to cancel any pending orders; and (c) the amount due will be automatically increased by the rate equal to that rate specified in the applicable legislation, and by all collection costs.

## 5. Limits on Warranties and Damages

5.1. Guardian warrants that the goods will be as described on the written order confirmation or on any other communication by Guardian including the invoice subject to tolerances and variations consistent with usages of the trade and with factory practices concerning dimensions, tolerances and variations consistent with practical testing and inspection methods. For specific goods, Guardian may provide handling and processing instructions and additional warranties.

5.2. Guardian'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 Guardian's option. No claim in relation to the goods will be admissible after the use, manipulation, cutting or alteration of the goods by the Customer or any third party. Guardian shall have no liability for defects of whatsoever nature, resulting from the improper use, installation, processing or treatment of the goods. The Customer shall be liable for any loss resulting from the failure to apply professional standards, customary instructions and product instructions supplied by Guardian in relation to the goods. Guardian will not be liable for damages caused to third parties, for any consequential or indirect loss or for labor costs.

## 6. Reservation of Title

6.1. Guardian reserves title to the goods delivered until full payment of the purchase price has been made and until the overall balance in Guardian's favor - future claims being included - has been cleared (goods subject to retention of title).

6.2. Any modification or processing of the goods subject to retention of title will be made on behalf of Guardian. Insofar as Customer fulfills its payment obligations to Guardian, Customer will have the right to resell such goods, however, only subject to retention of title. Other disposals, in particular pledging of the goods or transfer of ownership thereto by way of security will not be permitted. Guardian reserves the right to revoke the authority to resell or to process the delivered goods, if the Customer does not honour its obligations towards Guardian or if the financial situation of the Customer deteriorates considerably.

6.3. If third parties raise claims to the goods subject to retention of title, Customer will identify these goods as Guardian's property and notify Guardian without delay.

6.4. Customer now assigns to Guardian by way of security (a) all claims and ancillary rights that may arise from reselling the goods subject to retention of title or (b) from the Customer's business relationship with its customers in connection with the reselling of the goods subject to retention of title, each up to the amount of the value of these goods. Customer will be authorized and under the obligation to collect the assigned claims. Customer will be under the obligation to give Guardian all information required for the recovery of the claims and to hand over the relevant documents.

6.5. If Customer makes default in payment, Guardian shall further have the right to repossess the goods by marking them accordingly and, for this purpose, to have access to the Customer's premises. Guardian shall have the right to liquidate the repossessed goods plus accessories by way of free sale. Guardian shall not, upon liquidation of the delivered goods, waive its other claims against the Customer.

## 7. Packaging and Transport Materials

When the order confirmation, delivery document or other written instruction from Guardian indicates that packaging and transport materials remain the property of Guardian, the Customer shall return all such materials without delay in good condition. The Customer will pay upon receipt of an invoice for any packaging and transport materials not returned within 5 days after a written request from Guardian.

## 8. International Trade Compliance

Guardian and Customer will each also comply with all laws that restrict the sale, production, supply or delivery of goods to any destination, country, government, entity or other Person subject to export controls, economic sanctions or restrictive measures (collectively, "Sanctioned Persons"). In particular, (a) Customer confirms

that goods or any derivative product is not intended for supply to any Sanctioned Persons, or for use in the production of goods to be directly or indirectly supplied exclusively or predominantly to any Sanctioned Persons, to the extent such supply or use would be in violation of any law; and (b) Guardian and Customer each agrees it will not directly or indirectly sell, supply or deliver any goods or derivative product to (i) any Person that is designated on any government denied or restricted parties list (including the BIS Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List; the Consolidated U.N. Security Council Sanctions List; or the list of persons, groups and entities subject to E.U. financial sanctions or restrictive measures; or the Consolidated List of Financial Sanctions Targets in the UK issued by the UK Treasury Office of Financial Sanctions Implementation) (any such person, a “Designated Person”), or (ii) any Person of which the majority of such Person’s issued and outstanding equity interests is owned directly or indirectly by a Designated Person, or a combination of Designated Persons, or (iii) any Person controlled by a Designated Person.

## 9. General

9.1 To the extent that any provision or a portion of any provision of these Conditions is determined to be illegal or unenforceable, the remainder of these Conditions will remain in full force and effect.

9.2. Special services or goods, such as transformation by Guardian of glass provided by the Customer, will be subject to additional terms and conditions established by Guardian for the particular operation.

9.3. These Conditions are governed by the law of the residence country of the Customer and the courts of this country shall have exclusive jurisdiction to resolve any dispute. The application of the United Nations Convention on Contracts for the International Sale of goods of 11 April 1980 is expressly excluded.