



requested or made for the convenience of the Customer beyond the scheduled shipping date. Claims for shortages or other errors must be made in writing to Cardinal within ten (10) days after receipt of a shipment. Failure to make such a claim within such ten (10) day period will constitute a waiver of all such claims by the Customer, and such failure will constitute acceptance of the products. Methods and route of shipment will be at the discretion of Cardinal unless the Customer specifies otherwise in writing and Cardinal agrees. Any additional expense associated with the method or route of shipment specified by the Customer will be borne by the Customer.

**15. NO WITHHOLDING OF PAYMENT.** The Customer will not withhold payment of the purchase price(s) of products purchased under or any other amount payable to Cardinal in connection with this document in the event of any dispute between the Customer and Cardinal.

**16. ORDER CANCELLATIONS.** Cancellations of any order must be sent to and approved in writing by Cardinal in its discretion and are further subject to the following upon such approval: Cardinal will endeavor to stop all of its work with respect to such order within a reasonable time after Cardinal receives and approves the Customer's request to cancel and the Customer agrees to pay Cardinal for all work in process and any raw materials or supplies used, or for which commitments have been made by Cardinal in connection with the order, on the basis of Cardinal's full costs and expenses computed in accordance with Cardinal's standard practices, plus fifteen percent (15%) of such full costs and expenses.

**17. SHIPPING SCHEDULES; FORCE MAJEURE.** All quoted shipping schedules are approximate and will depend upon prompt receipt by Cardinal from the Customer and subsequent approval by Cardinal of all credit information. Cardinal may make delivery in lots or installments, unless otherwise expressly agreed, and all such lots or installments may be the subject of separate invoices which are to be paid when due under each invoice and without regard to subsequent deliveries. Cardinal will not be liable for any penalty for failure to meeting shipping schedules unless Cardinal has specially agreed to such penalty in a writing signed by an

officer of Cardinal. Cardinal will not be liable for any damage caused as a result of any delay in delivery or failure to deliver due to any cause beyond Cardinal's reasonable control, including, without limitation, Act of God; any act of the Customer; embargo or other governmental act, regulation or request; fire; accident; strike; slow-down; war; riot; flood; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities at customary prices ("Force Majeure Events"). In the event of any Force Majeure Event, Cardinal may extend the date of delivery for a period equal to the time lost by reason of the Force Majeure Event or exercise the right referred to in Section 2. The Customer's acceptance of the products when delivered will constitute a waiver of all claims for damages caused by any such delay or Force Majeure Event. Delay in delivery of any lot or installment or exercise of the right referred to in Section 2 will not relieve the Customer of the Customer's obligation to accept remaining deliveries.

Products shipped to destinations within the USA will be packaged on Cardinal's heavy steel racks. Products shipped outside the continental USA will be packaged on Cardinal's Europack overseas racks. All such racks are and will remain Cardinal's property. The Customer will use reasonable care in unloading, loading and using the racks. The racks are to be used by the Customer solely in connection with and to facilitate the delivery of the Products and for no other uses, e.g. without limitation, inventory storage and other storage or shipment of the Customer's or third parties' products.

**18. COMPLETE AGREEMENT.** This document constitutes the entire agreement between Cardinal and the Customer. This document will be governed by the laws of the State of Minnesota. All terms used in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the State of Minnesota, will have the same definition and meaning for purposes of this Agreement. This document cannot be amended or modified as against Cardinal except by a writing signed by an authorized officer of Cardinal. No claim or right of Cardinal arising out of any breach of any of the Customer's obligations to Cardinal may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Cardinal in writing and is supported by consideration.

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## Terms and Conditions of Sale

**1. OFFER AND ACCEPTANCE.** If this document is an Acknowledgement of a purchase order, then this document is a rejection of any offer made by the purchaser named on the face of it (the "Customer") and an offer by Cardinal LG Company ("Cardinal"), a Wisconsin corporation, to sell to the Customer the products described at the price(s) indicated, subject to the terms and conditions stated in this document. This document states the entire agreement of the parties. The Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any and all terms and conditions which appear on the Customer's purchase order. Cardinal's Acknowledgement is expressly conditioned on the Customer's assent to the terms and conditions stated in this document and such assent will be deemed given unless the Customer and Cardinal agree in writing to the contrary. No failure of Cardinal to object to any terms and conditions contained in any communication from the Customer will be construed as a waiver of the terms and conditions stated in this document or an acceptance by Cardinal of any such terms and conditions.

If this document is a Cardinal Invoice, it contains the entire agreement of Cardinal and the Customer. The Customer's acceptance of products shipped by Cardinal under this document will constitute acceptance by the Customer of all of the terms and conditions stated in this document. No other agreement, statements or promise made by Cardinal that is not in writing and signed by Cardinal will be binding upon Cardinal.

**2. PRICES.** Cardinal will be bound by all written price quotes it may make that are stated to be "firm" or otherwise stated to extend for a stated period of time. Unless otherwise stated on the face side of this document, all of Cardinal's published prices and discounts, if any, are subject to change by Cardinal upon notice to the Customer. In the event Cardinal changes its prices, the price of products under this document not yet shipped will be the price in effect on the date Cardinal received the order for them, except that if Cardinal agrees to delay the manufacture, production or delivery of any products upon the Customer's instructions, the prices of such products will be those in effect when instructions are later received from the Customer to complete such manufacture, production and delivery. Any additions to an outstanding order will be accepted only at prices in effect when the additional order is accepted. All prices are based on the cost of labor, materials, transportation, rates of applicable taxes and custom duties in effect on the date of this document. Cardinal reserves the right, in the event of any material increases in any of its costs after the date of this document,

whether or not arising out of an event of force majeure or a failure of presupposed conditions, to adjust upon notice to the Customer the prices payable under this document to defray such increases.

**3. PAYMENT TERMS.** The net invoice amount for products sold under this document is due within thirty (30) days from the date of invoice unless otherwise stated on the invoice. If at any time during Cardinal's performance with respect to an order, Cardinal in its sole discretion determines that the Customer does not warrant the payment terms originally agreed to, Cardinal may require full or partial payment in advance before proceeding with the order. If the net invoice amount is not paid when due, such amount will from and after the due date bear interest at the rate of eighteen percent (18%) per annum or, if less, at the highest annual rate of interest to which Cardinal and the Customer could legally agree.

Unless otherwise agreed to, a cash discount of 2% will be allowed for payments of the purchase price(s) of products purchased under this document which are received by Cardinal on or before the 25th day of the month in regard to shipments of such products that are made by Cardinal during the 1st through the 15th days of such month. For shipments of products that are made by Cardinal during the 16th through the last day of a month, a cash discount of 2% will be allowed for payments of the purchase price(s) of products purchased under this document which are received by Cardinal on or before the 10th day of the following month. Such cash discounts are not allowed on any item other than the purchase price(s) of the relevant products, e.g. taxes, freight or other transportation, crating or other charges.

**4. CUSTOMER TO PAY APPLICABLE TAXES.** Any manufacturer's tax, retailers' occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transactions between Cardinal and the Customer, will be paid by the Customer in addition to the prices quoted or invoiced. In the event Cardinal is required to pay any such tax, fee or charge, the Customer will reimburse Cardinal for it, or, in lieu of such payment, the Customer will provide to Cardinal in a timely manner an exemption certification or other document acceptable to the authority imposing any such tax.

**5. LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.** Cardinal warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited



Warranty Period") that heat strengthened and tempered glass products produced by Cardinal ("Heat Strengthened Glass") and ("Tempered Glass") and purchased by the Customer meet at the time of sale ASTM Standard Specification C1048-92 Standard Specification for Heat Treated Flat Glass - Kind HS, FT Coated and Uncoated Glass. Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Tempered Glass products produced by Cardinal ("Tempered Glass") and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council ("SGCC").

**6. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS AND TEMPERED GLASS PRODUCTS.** If any breach of any one of the preceding Limited Warranties respecting Heat Strengthened Glass and Tempered Glass (the relevant product(s) is(are) the "Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for the defective Product or,
- b. Refund to the Customer Cardinal's original selling price for such defective Product. If Cardinal elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Cardinal's nearest plant.

**7. LIMITED WARRANTIES OF LAMINATED GLASS.** Cardinal warrants only to the original non-consumer customer (the "Customer") that for the applicable Limited Warranty Period set out below, the laminated glass products identified below which are produced by Cardinal and purchased by the Customer will not have defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass:

- a. for laminated glass incorporating Dupont's™ Sentry Glas® Plus interlayer ("SGP® Laminated Glass"), the limited warranty period is ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period"); and
- b. for laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or

a PVB interlayer and a polyethylene terephthalate interlayer ("PET Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period").

**8. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF LAMINATED GLASS PRODUCTS.** If any breach of the preceding Limited Warranties respecting SGP® Laminated Glass, PVB Laminated Glass or PET Laminated Glass (collectively, the "Laminated Glass Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by one of the Limited Warranties either:

- a. Provide a replacement Laminated Glass Product to the Customer in exchange for the defective Laminated Glass Product or,
- b. Refund to the Customer Cardinal's original selling price for such defective Laminated Glass Product. If Cardinal elects to supply a replacement Laminated Glass Product, any Limited Warranty that would otherwise apply to such replacement Laminated Glass Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Laminated Glass Product. All replacement Laminated Glass Products will be provided FOB Cardinal's nearest Laminated Glass plant.

**9. DISCLAIMER OF IMPLIED & OTHER WARRANTIES.** THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CARDINAL NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND CARDINAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; or (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

**10. EXCLUSIVE REMEDIES.** THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST CARDINAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER,



INCLUDING WITHOUT LIMITATION, CARDINAL'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Cardinal which are found to be defective under any one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. CARDINAL WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "CARDINAL" INCLUDES CARDINAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO CARDINAL BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

**11. LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES.** The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranty respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranty respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product or the Laminated Glass Product is exposed to corrosive materials, including but not limited to sulfur or chlorine.

**12. FREIGHT.** Delivery of products covered by this document will be FOB Cardinal's plant and except when the Customer has arranged for pick up, shipment will be by way of common carrier, contract carrier or Cardinal's truck at Cardinal's option. Cardinal will not be responsible for loss, damage, or delay caused by the carrier. The Customer will be responsible for filing and recovering on any and all freight damage claims. The Customer is responsible for discovering concealed freight damages. Cardinal will not honor claims for concealed damage. Cardinal reserves the right to charge a market price for boxing orders that are less than a full truckload.

Freight charges are usually prepaid and covered by the price of products bought in full truckloads, however, Cardinal reserves the right to sell products FOB the manufacturing plant of Cardinal or its affiliate which produces the required products. Orders for partial truckloads will be charged for additional freight costs at standard freight rates.

**13. PRODUCT SUITABILITY.** Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. The Customer is solely responsible for determining whether a product purchased from Cardinal is suitable for the Customer's needs or application. Although Cardinal may be asked to provide information about its product(s) in a proposed application or make information or its opinions available from time to time, Cardinal will not, by responding to requests for or otherwise providing opinions or information, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products, to supplement any opinions or information provided or to make further information available. The Customer will at all times be responsible for determining the suitability of Cardinal's or Cardinal's affiliates' recommendations, advice, processes, services, and products for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

**14. DELIVERY AND ACCEPTANCE.** Delivery of products by Cardinal to a carrier at the FOB point will constitute delivery to the Customer; and regardless of whether or not Cardinal pays the freight, all risk of loss or damage in transit will pass to the Customer upon delivery to such carrier. The Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays