

CARDINAL GLASS INDUSTRIES, INC.
(and affiliates)
PURCHASE ORDER TERMS AND CONDITIONS

1. CONTRACT TERMS: This Purchase Order ("PO") is an offer by the identified affiliate of Cardinal Glass Industries, Inc. ("Cardinal") to the party to whom the PO is issued ("Seller") to purchase goods or services, or both, ("Products") and consists of (i) these terms and conditions ("POT&C"), and (ii) any quantities, prices, descriptions, drawings, specifications, plans, samples, data, instructions, delivery schedules or other information provided by Cardinal in connection with the PO or expressly incorporated in the PO by reference ("PO Specs"). Cardinal and Seller are collectively referred to herein as 'Parties' and singular as "Party"; "days" as used herein shall mean calendar days unless otherwise expressly noted. Receipt of the PO by Seller is not an acceptance by Cardinal of Seller's offer to sell. Seller's acknowledgement or confirmation of the PO (written, electronic or otherwise), commencement of work on PO, or delivery or performance pursuant to the PO, is an acceptance of the PO by Seller. The PO is the entire agreement of Cardinal and Seller on the subject matter hereof, and all previous agreements, understandings or representations relating hereto, either written or oral, are hereby superseded. Unless otherwise provided herein, PO may not be modified except in writing signed by Cardinal specifically stating that it amends the PO. No terms stated by Seller in any document issued in connection with the sale of Products, or in accepting or acknowledging the PO, are binding on Cardinal except as expressly agreed to in writing by Cardinal.

2. REPRESENTATIONS & WARRANTIES: Seller represents and warrants it has full power to enter into and perform its obligations under the PO, is not insolvent and has the necessary expertise to timely supply the Products in accordance with the terms of the PO. Seller warrants that all Products shall (a) conform to all PO Specs, (b) be new and merchantable, (c) be fit for their intended purposes, (d) be free and clear of all liens, security interests, and other encumbrances, (e) be free from defect in design, materials and workmanship, (f) not infringe, misuse or misappropriate any patents, trademarks, trade secrets, copyrights, or other intellectual property ("IP") rights of any third-party, (g) conform to Seller's published specifications, including, but not limited to, those made publicly available by Seller, and all information on applicable labels, decals and stencils ("Labels"), literature and Safety Data Sheets ("SDS"), (h) have Labels, Certificates of Analysis ("COA"), and SDS that are (i) accurate, (ii) adequate to fully advise those who come into contact with Products of the safety requirements and hazards associated with Products and (iii) in compliance with all industry standards and applicable laws, rules and regulations, (i) comply with all applicable laws, standards and regulations in effect on date of delivery or known in the relevant industry laws, and (k) be produced and supplied pursuant to the high standards of the industry. Seller further represents and warrants that it and its subcontractors/suppliers do not use any form of slave labor, forced, bonded and indentured labor, illegal prison labor or illegal child labor, or physically abuse their workers, engage in human trafficking or sexual exploitation, and that permitted subcontractors and sub-suppliers are in compliance in all respects with all laws relating to the sourcing of minerals in conflict-affected and high-risk areas, including Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 Act (commonly referred to as the conflict minerals provision) and any similar laws. Seller warrants its performance hereunder will fully comply with all applicable laws, standards and regulations at all times. These warranties run to Cardinal, its customers, and users of Cardinal's goods and services and will

survive any delivery, inspection, acceptance of, or payment for Products by Cardinal. These warranties are cumulative and in addition to any other warranties provided at law or in equity.

3. CONFIDENTIALITY: Seller shall treat the PO, the PO Specs (if not stock product of Seller) and all other information relating to the supply of the Products (including, without limitation, purchaser, quantity, timing,) provided orally, in writing, or otherwise by Cardinal as confidential information of Cardinal. Seller shall only use such information in performance of the PO, not share it with any third-parties without Cardinal's express written consent, and promptly, not later than five (5) business days, return it to Cardinal upon Cardinal's request. If Cardinal and Seller have executed a non-disclosure agreement or confidentiality agreement ("CDA"), such agreement shall be interpreted cumulatively with this PO to provide maximum protection to Cardinal's confidential information.

4. PRICE & PAYMENT: Pricing in the PO is complete and includes all charges, including, without limitation, crating, packing, storage, transportation and delivery to Destination (see POT&C Section 5), and all governmental (local, state or national) and regulatory charges, surcharges, fees, taxes or the like ("Taxes") that Seller is required to collect from Cardinal. Seller shall separately state Taxes on its invoices. Seller shall make payment of all Taxes. No additional charges, surcharges, fees, taxes or the like may be added. No later than five (5) business days from Cardinal's request, Seller will provide Cardinal with evidence of payment of Taxes to respective authorities receiving Taxes. If the price is not stipulated in the PO, then Seller shall not fill the PO at any price higher than that last quoted in writing or charged by Seller to Cardinal, whichever is less. Unless otherwise specified, prices in the PO are firm for any the PO quantity or term specified. Seller shall provide Cardinal with pricing and terms for Products that are not less favorable than those provided to other purchasers. If Seller reduces price for Products, then Seller shall also immediately reduce price to Cardinal accordingly and refund to Cardinal any excess amount paid from the point in time of the initial price reduction. At any time during term of the PO, if Cardinal receives from another source an offer to sell Products of like quality, as determined by Cardinal, to that offered by Seller at a lower effective price (including delivery) than that under the PO, Cardinal may request Seller to match such competitive offer. If within five (5) business days after date of Cardinal's request Seller has not agreed to match such competitive offer, then Cardinal may purchase such Products from such competitive source and the quantity so purchased will be deducted from the PO. Cardinal shall have no responsibility to Seller for any consequential, reliance, or direct or indirect costs or losses of Seller whatsoever related to Cardinal's purchase of Products from another source including, but not limited to, those related to design, engineering, or overhead expenses. Unless otherwise set forth in the PO or agreed to in writing by the Parties, Seller shall send invoices (i) promptly, (ii) only after the Products have been provided, and (iii) to Cardinal's address as stated on the PO. Except as otherwise stated on the PO, payment terms are net forty-five (45) days from (i) Cardinal's acceptance of Products covered by the PO, or (ii) Cardinal's receipt of a correct invoice, whichever is later. Cardinal will have no obligation whatsoever to pay for any Products if the invoice for such Products is not received by Cardinal within ninety (90) days after shipment of Products. Cardinal will pay invoices in

accordance with payment terms and currency set forth in the PO, which, unless otherwise stated, will be U.S. Dollars. Cardinal may make payment by any means satisfactory to Cardinal, including, but not limited to, check, ACH or wire transfer. Without prejudice to any other of Cardinal's rights or remedies, Cardinal may withhold or set off, at any time, (i) any amounts invoiced by Seller that are disputed by Cardinal or (ii) amounts owing to Seller arising out of the PO or any other agreement between Seller and Cardinal or any of their affiliates.

5. SHIPMENT & DELIVERY: Time is of the essence. Seller agrees to ship and deliver Products (i) in quantities, (ii) at times, and (iii) to the delivery location ("Destination") specified in the PO. If Destination is not listed on front of the PO or unclear, then Seller shall confirm Destination with Cardinal prior to delivery. Seller shall pack, mark and prepare Products as to prevent damage or deterioration, secure lowest transport rates, comply with carrier regulations and otherwise conform to PO Specs. If the PO specifies "carload" or "truckload" quantities, then Seller shall load Products such as to qualify for carload or truckload freight rates; Seller is responsible for payment of any extra charges incurred for not having so qualified. Seller is responsible for payment of all delivery costs to the stated Destination. If any Seller invoice to Cardinal for delivery costs paid by Seller on Cardinal's behalf does not include copies of the PO, bill of lading ("B/L"), and carrier's "paid" invoice, then Cardinal may withhold payment until such is provided. For every delivery, Seller shall include an original B/L with carrier name, shipper number, description and quantity of Products, special marks and exceptions, weight, rate, and charges, a packing list with the PO number, description and quantity of Products, and any other documents requested by Cardinal. Title and risk of loss of Products pass to Cardinal upon delivery to Destination and acceptance thereof by Cardinal. If there is a dispute as to weight of Products delivered, then weights taken by Cardinal, if any, at Destination will govern. Seller shall immediately notify Cardinal if performance is delayed or likely to be delayed; upon Seller's notification of delay or untimely delivery, in addition to any other rights or remedies it may have under law, hereunder or otherwise, Cardinal may (i) reject Seller's delayed performance, or untimely delivery, respectively, without any obligation to Seller, or (ii) require Seller to deliver Products on a delayed basis, or accept untimely delivery, respectively, with price of Products discounted at a rate of two percent (2%) per ten (10) calendar days of delay, or a rate otherwise agreed upon by the Parties in writing, measured from original delivery date specified in the PO. If, for any reason, Seller cannot timely meet Cardinal's delivery requirements, then Seller shall thereafter make best efforts to ship Products by the most expeditious means at Seller's expense.

6. INSPECTION & ACCEPTANCE: "Nonconforming Products" means Products that (i) do not meet the PO Specs to Cardinal's satisfaction or (ii) cause Seller's breach of the POT&C. Cardinal (or its designees), at any time, may inspect Products, and repair or replace any Nonconforming Products at Seller's cost. Any inspections or remedial measures shall take place at a time and place satisfactory to Cardinal. Any payment or conditional acceptance by Cardinal for Products shall not to be construed or deemed as final acceptance by Cardinal. Acceptance or payment will not waive or limit any of Cardinal's rights or remedies. In addition to any other of its rights or remedies at law or in equity, hereunder or otherwise, Cardinal may, in its sole discretion, and at Seller's sole risk and expense, including, but not limited to, all shipping and handling costs (both ways), (i) return Nonconforming Products to Seller for full refund or credit, (ii) have Seller replace

Nonconforming Products, (iii) have Seller repair Nonconforming Products, or (iv) accept Nonconforming Products conditioned on Seller refunding or crediting Cardinal an amount that represents diminished value of Nonconforming Products. For all Products under the PO, Seller provides, or shall be deemed to provide, the longest of the following: (i) a one (1) year warranty against defects in materials and workmanship, (ii) any warranty agreed to by Cardinal and Seller, or (iii) Seller's standard warranty with respect to specific Products; the warranty period starts upon delivery and acceptance of Products by Cardinal.

7. CHANGE ORDERS: Cardinal may, without written amendment, unilaterally issue monthly the POs that modify annual the POs as to quantity of Products ordered; such monthly the POs will not supersede the annual the POs except as stated in the monthly the PO. Cardinal may at any time issue written change orders to the PO Specs including, but not limited to, those related to testing, inspection, method of packing and shipping, place of delivery, shipping instructions, quantity, and delivery schedules. Seller shall not make changes, substitutions or cancellations to the PO or the PO Specs or Products without Cardinal's written approval. Seller shall follow Cardinal's change orders and, if any change in cost or delay in delivery of Products is expected, notify Cardinal within three (3) business days from receipt of a change order including stating in detail the change in cost or delivery schedule. Seller shall continue to make best efforts to perform under the PO, as changed, pending agreement on either equitable adjustment of cost or delivery schedule, or both. If Seller fails to comply with this change order procedure, then Seller waives all claims for increased cost or extension of time for performance. Cardinal may issue change orders by email or other communication method.

8. QUALITY CONTROL, SDS, CARDINAL'S PROPERTY: Seller shall maintain the highest standards of quality control, including inspection and testing, at all times, to ensure that Products fully conform to the PO Specs. At Cardinal's request, Seller, at its cost, shall substantiate inspection and testing results immediately. Cardinal may, at any time, inspect Products and facilities of Seller or its suppliers. Cardinal's inspection will not relieve Seller of its warranties or obligations hereunder. Notwithstanding any Cardinal inspection, Products are subject to Cardinal's final inspection and acceptance at Destination. Cardinal also may conduct testing on Products at any time and in any manner it so chooses, and may reject the Products, in whole or in part, at any time, based on the results of such testing. Prior to delivery of any Products under the PO, Seller shall provide Cardinal with a copy of each applicable COA, and its current and future Labels and SDS pursuant to hazard communications and notification requirements of 29 CFR §1910.1200 and 40 CFR §372 for all Products delivered and indicate whether such Products contain toxic chemicals or chemicals subject to the reporting requirements of §313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR §372. Cardinal will have no obligation to review the accuracy or adequacy of Labels or SDS. Cardinal shall have full right, title and interest in and to any and all tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property ("Cardinal Property") purchased or provided to Seller for use in performing the PO. Any such Cardinal Property on Seller's business premises is subject to immediate removal and return to Cardinal upon Cardinal's request without legal proceedings. If requested by Cardinal, Seller is authorized to file a Form UCC-1 listing Seller and identifying Cardinal's Property.

9. SELLER'S EMPLOYEES, CONTRACTORS: Seller is solely responsible for managing, paying, training, transporting and ensuring safety of its employees and contractors who perform work for Cardinal hereunder ("Seller's Personnel"). Unless otherwise agreed to in writing, Seller is responsible for all expenses of Seller's Personnel incurred hereunder. Seller's Personnel shall (i) comply with all laws, (ii) conduct themselves professionally at all times, and (iii) comply with all Cardinal requirements and policies, including those related to facility safety, environmental, information technology, travel and expenses if Cardinal bears any such costs, unauthorized materials and substances and other matters when working on Cardinal's premises.

10. DEFAULT: Upon default of any obligation hereunder, non-defaulting Party shall give notice in writing of such default to defaulting Party. If default is not cured within fifteen (15) days after giving notice, then the PO may be terminated by non-defaulting Party. Such termination will not relieve the Party in default from the obligations under or from liability for breach of the PO. Nonetheless, if any part of Products does not conform to the warranties set forth in POT&C Section 2, Cardinal may, without prejudice, terminate the PO without Seller having the right to cure the default. Waiver by either Party of single default, or a succession of defaults, will not deprive such Party of any rights arising by reason of any other default. Cardinal may deem this PO in default if Seller is in breach or default of any other agreement between Cardinal and Seller or any of their affiliates.

11. LIENS: Seller knowingly waives any and all rights in, and shall not file, any liens or other encumbrances related to Products or Cardinal Property, and shall ensure that its subcontractors and suppliers are bound by the same obligation. When requested, Seller shall provide Cardinal with lien waivers for itself, its subcontractors and suppliers in a form satisfactory to Cardinal. Cardinal may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations with respect to Products have been satisfied. Seller shall indemnify and hold Cardinal harmless from and against all liens or other encumbrances filed related to Products or Cardinal Property, whether by Seller or other party.

12. INDEMNITY: Seller hereby assumes the risk of all damage, loss, cost and expense for, and shall indemnify, defend (at Cardinal's sole option), and hold harmless Cardinal, and any other affiliated, related or associated companies, subsidiaries, parents, directors, officers, managers, employees, shareholders, agents, attorneys, representatives, insurers, contractors, subcontractors, and assigns of such named companies and entities, and all of their predecessors, successors, heirs, representatives and assigns, respectively, from and against all claims, demands, losses, damages, costs, expenses, penalties or liabilities (including without limitation attorneys' fees, court costs and expert fees) of any nature including, but not limited to, (i) any claim of death or injury to any person (including employees of Seller and Cardinal), and (ii) damage to property (including loss of use thereof), and any and all suits, causes of action and proceedings related thereto, arising from (a) breach of the POT&C, (b) negligence, (c) willful or unlawful conduct (d) violation of any applicable law, rule, regulation or ordinance, (e) breach of warranty (f) infringement of third-party rights, (g) non-payment of Taxes, (h) failure to pay a contractor or subcontractor, or its contractor or subcontractor's failure to fulfill its obligations to any party, and/or (i) defects in design, materials or workmanship of Products. These indemnity obligations shall survive termination, completion, or suspension of the PO.

13. IP: Seller shall assign to Cardinal all right, title and interest in any IP, including, but not limited to, drawings, designs, creations or inventions, arising out of or resulting from Products or this the PO. Such IP shall be deemed work made for hire, and Seller shall not exercise any unassigned IP rights against Cardinal. Seller hereby provides Cardinal an unlimited license to modify and use Products. Cardinal shall have full right, title and interest to any derivative IP arising out of or resulting therefrom, and Seller waives and will not assert any rights whatsoever, including IP rights, thereto or against Cardinal in connection therewith.

14. FORCE MAJEURE: Neither Party will be liable for a failure to perform that arises from causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God or the public enemy, actions by government, wars, or acts of terrorism. The affected Party will give written notice of such delay, including anticipated duration, to the other Party within seven (7) days from first date of delay. If Seller is unable to either produce or timely deliver Products due to a force majeure event, then Seller agrees to allocate its available supply of Products to Cardinal on a first priority basis. In any force majeure event, Cardinal may (i) purchase Products from others and reduce the PO quantity accordingly, or (ii) cancel the PO, without any liability whatsoever.

15. TERMINATION OR SUSPENSION: Cardinal may terminate or suspend all or any part of the PO at any time and for any reason by giving written notice to Seller, and Cardinal will pay Seller only the portion of the PO price for unpaid Products that were completed or usable works in progress, to be determined by Cardinal as of date of such notice. Seller will submit any claim to Cardinal within thirty (30) days from the date of such notice or such claim are waived. Payments made to Seller under this Section represent the sole responsibility of Cardinal and Seller shall not be entitled to any other costs, losses, damages, expenses, or remedies. Cardinal may also immediately terminate or suspend the PO without liability upon (i) insolvency of Seller, (ii) filing of a petition in bankruptcy by or against Seller, (iii) appointment of a receiver or trustee for Seller, (iv) execution of an assignment for the benefit of creditors by Seller, (v) Seller's inability to pay debts as they become due, (vi) failure to receive adequate assurance of due performance from Seller, in Cardinal's determination, upon Cardinal's demand therefor, (vii) a breach by Seller in any other agreement with Cardinal or its affiliates, or (viii) other comparable event. Seller shall reimburse Cardinal for all costs incurred by Cardinal in connection with any of the foregoing, including attorneys' fees.

16. ASSIGNMENT & SUBCONTRACTING: Seller may not (i) assign the PO to a third-party or (ii) subcontract any of its obligations under the PO, without Cardinal's prior written consent. Seller shall remain fully and primarily liable for performance of all subcontracted obligations and payment of all authorized subcontractors.

17. LIMITATION OF LIABILITY: IN NO EVENT WILL CARDINAL'S LIABILITY OF ANY KIND WITH RESPECT TO ANY CLAIM FOR BREACH OR REPUDIATION OF ANY AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE PO, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE TO COMPLY WITH LAWS, RULES, OR REGULATIONS OR FOR ANY OTHER REASON WHATSOEVER INCLUDE ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING,

BUT NOT LIMITED TO, OVERHEAD, LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT WILL CARDINAL'S TOTAL LIABILITY EXCEED THE PRICE FOR PRODUCTS AS SPECIFIED IN PO.

18. GOVERNING LAW: The PO shall be deemed to be a contract made under, construed in accordance with, and all disputes will be governed by, Minnesota law without regard to its conflict of laws rules. Seller irrevocably consents to the exclusive jurisdiction of the local, state and federal courts in Hennepin County, Minnesota and irrevocably waives any claim that any proceedings in such courts have been brought in an inconvenient forum. **SELLER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE PO OR THE TRANSACTIONS CONTEMPLATED HEREBY.** If either Party is forced to file any action at law or in equity to enforce the terms of the PO, the prevailing Party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled. Regardless of its construction and notwithstanding anything to the contrary herein, the PO hereby incorporates by reference all UCC terms providing any protection to Cardinal. If the PO is construed as an offer, this offer expressly limits acceptance to the terms of the PO and notice of objection to any different or additional terms in any response to this offer is hereby given. If the PO is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained in the PO and additional and contrary terms in the offer are expressly rejected. If the PO is construed as a confirmation of an existing contract, the PO states the exclusive terms of any contract between Cardinal and Seller and additional and contrary terms in the offer are expressly rejected. In no event will course of performance, course of dealing, oral agreement, contracts of indefinite duration or business expectancy or the like be applied in construing the relationship of the Parties hereto unless in the interests of Cardinal. The PO provisions that vary from UCC will govern and supersede UCC. UN CISG does not apply to the PO. Incoterms do not apply to the PO unless specifically stated in the PO.

19. SEVERABILITY, REMEDIES, & SURVIVAL: If any term contained herein is held invalid or unlawful, such term will be severable from the remaining terms which will remain intact and in full force and effect. Cardinal's waiver of any performance or breach by Seller of any the PO term will not constitute a waiver of any other future performance or breach of the same or any other term in the PO or other POs. Any terms of the PO which, expressly or by their nature, extend beyond the termination, expiration, or completion of the PO, will survive any termination, suspension, or expiration of the PO, including, but not limited to, Sections 1, 2, 3, 6, 8, 11, 12, 13, and 17 through 22. The remedies herein reserved by Cardinal are cumulative, and additional to any others provided at law or in equity.

20. INSURANCE: From date of the PO, and for three (3) years after delivery of Products, Seller shall, at its own expense, maintain and carry insurance in full effect, including, but not limited to, commercial general liability of \$2,000,000 in general aggregate and at least \$2,000,000 per occurrence, professional liability of \$2,000,000 in the case of services, \$5,000,000 umbrella liability, \$1,000,000 automobile combined single limit, and workers compensation as required by statute with a financially sound and reputable "A" rated insurer to satisfaction of Cardinal. Certificate of insurance must name Cardinal

as an additional insured. If a policy is a "claims made" policy, Seller shall extend the policy to cover any claims related to the PO. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Cardinal and its insurers. Upon Cardinal's request, Seller shall provide Cardinal with a certificate of insurance evidencing required coverages including endorsements. Seller must provide Cardinal with at least thirty (30) days prior written notice before a cancellation or material change in Seller's insurance policies.

21. RELATIONSHIP OF THE PARTIES: The relationship between Seller and Cardinal is that of independent contractors. Nothing contained in the PO is intended to create, nor will it be construed as creating, any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties.

22. NOTICES: All documents, notices and communications to be given hereunder or in connection herewith must be in writing and signed (signing may be by an electronic signature), and will be deemed given to Cardinal upon proof of actual receipt by Cardinal.