

CARDINAL TERMS AND CONDITIONS OF SALE

References to "Customer" refer only to the original, non-consumer customer purchasing directly from Cardinal. Cardinal Glass Industries, Inc., a Minnesota corporation, and its subsidiaries, including Cardinal FG Company, Cardinal IG Company, Cardinal CG Company, Cardinal LG Company and Cardinal CT Company, are collectively referred to as "Cardinal Affiliates" and individually as a "Cardinal Affiliate." References to "Cardinal" refer only to the specific Cardinal Affiliate from whom Customer is purchasing the respective product and not to any of the other Cardinal Affiliates.

1. GENERAL TERMS & CONDITIONS

1.1. OFFER AND ACCEPTANCE. All sales of product by Cardinal to Customer are subject to these Terms and Conditions of Sale except as otherwise expressly agreed to in a written document signed by Cardinal. This document, together with other documents agreed to in a written document signed by Cardinal, state the entire agreement of the parties and all other terms and conditions are expressly rejected. If this document is part of or referenced in a sales agreement, price list, invoice or other Cardinal document, this document together with such other document contains the entire agreement of Cardinal and Customer. Customer's submission of orders to Cardinal or receipt of products shipped by Cardinal constitutes acceptance by Customer of all of the terms and conditions stated in this document. No other agreement, statement or promise made by Cardinal or proposed by Customer relating to the sale of product by Cardinal to Customer that is not in writing and signed by Cardinal is binding on Cardinal.

If this document is a part of or referenced in an acknowledgement of a purchase order or other document, this document is a rejection of any offer made by Customer and is an offer by Cardinal to sell to Customer the products identified at the price(s) indicated by Cardinal, subject to the terms and conditions stated in this document. Customer's purchase order is subject to the terms and conditions in this document and these stated terms and conditions supersede and replace any and all terms and conditions of Customer's purchase order. Cardinal's acknowledgement is expressly conditioned on Customer's assent to the terms and conditions stated in this document and such assent is deemed given unless Cardinal agrees to the contrary in a written document signed by Cardinal. No failure of Cardinal to object to any terms and conditions contained in any communication from Customer or shipment of products by Cardinal will be construed as a waiver of the terms and conditions stated in this document or an acceptance of any other terms and conditions.

1.2. PRICES. Cardinal will be bound by written price quotes it makes that are stated to be "firm" according to their terms, subject to the terms stated herein. Unless otherwise expressly stated in the applicable contract document signed by Cardinal, all of

Cardinal's published prices and discounts, if any, are subject to change by Cardinal. In the event Cardinal changes its prices, the price of products not yet shipped will be the price in effect on the shipment date. All prices are based on the cost of labor, materials, transportation, rates of applicable taxes and custom duties, and other costs in effect on the date Cardinal agrees to the applicable pricing. Cardinal reserves, notwithstanding anything to the contrary, the right to adjust the prices in the event of any material increases in any of its costs after such date or extraordinary increases in market prices, whether or not arising out of an event of force majeure or a failure of presupposed conditions. Prices Cardinal offers to Customer are confidential and must be held in strict confidence by Customer.

1.3. PAYMENT TERMS. Payment of the invoice amount for products sold under this document is due within thirty (30) days from the date of invoice unless otherwise agreed to in writing by Cardinal. If at any time Cardinal, in its sole discretion, determines that Customer does not warrant the payment terms originally agreed to, Cardinal may require full or partial payment in advance before proceeding with any order. If the invoice amount is not paid when due, Cardinal reserves the right to charge interest on the overdue amount from and after the due date at the rate equal to the lesser of eighteen percent (18%) per annum or the highest rate permissible under applicable law, suspend shipments to Customer, and accelerate the due date of all payments owed by Customer to any and all Cardinal Affiliates. Customer shall also be responsible for collection costs (including attorneys' fees) incurred by any Cardinal Affiliate to collect amounts not timely paid by Customer to a Cardinal Affiliate.

If expressly agreed in writing by Cardinal, a cash discount of 2% will be allowed for payments of the purchase price of products purchased under this document that are received by Cardinal (a) on or before the 25th day of the month with respect to products shipped by Cardinal during the 1st through the 15th day of such month, and (b) on or before the 10th day of the month with respect to such products shipped by Cardinal during the 16th through the last day of the prior month. Such cash discounts are not allowed on any item other than the purchase price of the relevant products, e.g., no discount is allowed on taxes, freight or other transportation, crating, or other fees or charges.

1.4. CUSTOMER TO PAY APPLICABLE TAXES, FEES AND SURCHARGES. Any manufacturer's tax, retailers' occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, energy or environment (including carbon) tax, fee or surcharge, or other tax, fee, tariff, or charge of any nature whatsoever, imposed by any government authority or passed through by a supplier, incurred to in connection with the production or supply of product to Customer, must be paid by Customer in addition to the prices quoted or invoiced. In the event Cardinal is required to pay any such tax, fee or charge, Customer will reimburse Cardinal for such amounts, or, in lieu of such payment, Customer will provide to Cardinal in a timely manner an exemption certification or other document acceptable to the applicable authority.

1.5. NO WITHHOLDING OF PAYMENT. Customer will not withhold payment of all or any portion of the purchase price of products purchased from any Cardinal Affiliate or any other amount payable to any Cardinal Affiliate in the event of any dispute between Customer and any Cardinal Affiliate.

1.6. SHIPPING SCHEDULES; FORCE MAJEURE. All quoted and other shipping and delivery schedules are estimates. Order acceptance and delivery is conditional on prompt receipt by Cardinal from 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. No Cardinal Affiliate will be liable for any damage, cost or penalty for failure to meet shipping schedules except to the extent specifically agreed to in a writing signed by an officer of the Cardinal Affiliate. No Cardinal Affiliate will be liable for any damage caused as a result of any delay in delivery or failure to deliver due to any cause beyond its reasonable control, including, without limitation, Act of God; any act of Customer; embargo or other governmental act, regulation or request; disease or epidemic; fire; accident; strike; slowdown; war; riot; flood; delay in transportation; curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities; or non-performance of subcontractors due to any of the foregoing reasons (each a "Force Majeure Event"). In the event of a 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 and exercise the right referred to in Section 1.2 above based on the delayed delivery. Delay in delivery of any lot or installment or exercise of the right referred to in Section 1.2 above based on the delayed delivery will not relieve Customer of Customer's obligation to accept remaining deliveries.

1.7. RACKS. Products may be packaged on steel racks, plastic racks or bungee racks of Cardinal Affiliates. All such racks are and will remain the property of Cardinal Affiliates. The racks are to be used by Customer solely in connection with and to facilitate the delivery of the Cardinal products to Customer and for no other uses, including, without limitation, inventory storage and other storage or shipment of Customer's or third parties' products. Customer represents that it is experienced in receiving, inspecting, handling and unloading glass, and will use reasonable care, appropriate equipment and methods, in unloading, loading and using the racks. Customer agrees to indemnify Cardinal Affiliates for all claims, damages, costs and expenses (including attorneys' fees) arising in connection with claims against any Cardinal Affiliate regarding the handling of racks and glass by Customer, its employees agents and Customer's direct and indirect transferees of the same. Customer will not alter, sell or subject to an encumbrance any such rack. Customer is responsible to make racks provided to Customer available to Cardinal for recovery and for any loss or damage to the racks. If recovery of possession of racks is sought by a Cardinal Affiliate, Customer will at its cost cooperate with the Cardinal Affiliate and its designees in all

respects. Cardinal is entitled to charge Customer for the replacement value of any rack not made available for recovery by Cardinal within sixty days from the rack shipment by Cardinal as well as for lost or damaged racks. Upon a request of a Cardinal Affiliate, Customer will permit persons designated by the Cardinal Affiliate access to facilities under Customer's control during normal business hours to enable such persons to determine the number and condition of racks in Customer's possession and to recover possession of the racks for the benefit of Cardinal Affiliates.

1.8. DELIVERY AND ACCEPTANCE. Delivery of products by Cardinal to a carrier at the FOB point will constitute delivery to Customer. The FOB point is Cardinal's plant unless otherwise agreed in writing by Cardinal. Cardinal reserves the right to sell products FOB the manufacturing plant of the Cardinal Affiliate which produces or last processes the ordered product. Notwithstanding anything to the contrary and regardless of whether or not Cardinal pays the freight, all risk of loss and damage will pass to Customer upon delivery to the carrier. Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of Customer beyond the scheduled shipping date. Product supplied by Cardinal must be inspected by Customer for nonconformity (including, without limitation, breakage, cracks, scratches, inclusion of foreign material, and other nonconformity or noncompliance), shortage and other errors, and all claims must be received in writing by Cardinal within the earlier of ten (10) days after receipt of a shipment at the original shipment destination or the further processing or sale of the product by Customer. Failure to make a claim within such period constitutes a waiver of all such claims by Customer and acceptance of the products. Cardinal's sole obligation with respect to Cardinal's product rejected within such period is, at Cardinal's option, to repair, replace or refund the price paid by Customer to Cardinal for the specific nonconforming product. Replacement product may be, at Cardinal's option, provided FOB Cardinal's nearest plant producing the product. Cardinal must be given a reasonable opportunity to inspect alleged nonconforming product, and, if requested by Cardinal, the nonconforming product must be returned to Cardinal.

1.9. FREIGHT. Except when Customer has arranged for pick up, shipment will be by way of common carrier, contract carrier or Cardinal's truck at Cardinal's option. If Cardinal arranges shipment, methods and route of shipment will be at the discretion of Cardinal unless Customer specifies otherwise in writing and Cardinal agrees in writing. No transit/cargo insurance will be obtained except at Customer's expenses and as directed in writing by Customer. If Cardinal has agreed to pay any freight expense, any additional expense associated with a method or route of shipment specified by Customer must be borne by Customer. Cardinal will not be responsible for loss, damage, or delay in shipments. Customer is responsible for filing and recovering any and all freight damage claims. Customer is responsible for discovering concealed freight damages. Cardinal will not honor claims for concealed freight damage.

1.10. ORDER CANCELLATIONS. Orders cannot be cancelled by Customer after the orders are in Cardinal's computerized scheduling queue. Cancellations of any other order must be 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 Customer's request to cancel and 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 twenty percent (20%) of such full costs and expenses.

1.11. TECHNICAL SERVICE BULLETINS. Cardinal Affiliates operate one or more facilities that develop information and opinions about products or other matters of potential interest to Customer and industries which use products produced by any Cardinal Affiliates as well as goods into which they are incorporated. Cardinal Affiliates historically have and may hereafter publish such information and opinions in Technical Service Bulletins or other communications ("TSBs"). Cardinal Affiliates shall have no liability arising from TSBs and, in their sole discretion, may amend, retract, stop preparing and discontinue publishing TSBs at any time without notice of any kind.

1.12. SUITABILITY. Customer is solely responsible for determining the suitability and compatibility of Customer's methods, processes, designs and materials used with the products and the suitability of the products for Customer's needs, applications and legal and code compliance. Cardinal Affiliates disclaim all responsibility and liability for noncompliance with safety specifications, and Customer's acts and omissions, whether or not disclosed to any Cardinal Affiliates. Cardinal Affiliates may from time to time offer or be asked to review, test, provide information (including TSBs) or their opinion about products supplied by any Cardinal Affiliates, Customer's methods, processes, designs and materials to be used with such products, or the suitability of such products in a proposed application but no Cardinal Affiliate shall have any responsibility, liability or obligation with respect thereto or to supplement the same. Customer will at all times be responsible for determining the suitability of such information, review and test results, opinions, processes, products and services for use in Customer's own processing and applications and for identifying and performing to Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that Customer's products and services are safe, acceptable and suitable for use under end-use conditions.

1.13. EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AGAINST ANY CARDINAL AFFILIATE FOR ANY PRODUCT SOLD BY ANY CARDINAL AFFILIATE AND FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCT, INCLUDING, WITHOUT LIMITATION, LATE DELIVERY, BREACH OF WARRANTY OR NEGLIGENCE OF ANY CARDINAL AFFILIATE. NO CARDINAL AFFILIATE

WILL IN ANY EVENT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCT, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, DELIVERY FAILURE, OR ANY OTHER REASON. THE EXCLUSIVE REMEDIES STATED IN THIS DOCUMENT SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF A STATED WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION AND SECTIONS 1.16 and 2.3 BELOW, "CARDINAL AFFILIATES" INCLUDE ALL CARDINAL AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL AFFILIATES EXCEED THE AMOUNT PAID TO CARDINAL BY CUSTOMER FOR THE SPECIFIC PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY CUSTOMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SPECIFIC TERMS IN THIS AGREEMENT NOT PERMITTED UNDER APPLICABLE LAW WILL NOT APPLY.

1.14. CONSUMER SALES. If Customer is a consumer buying Cardinal products directly from a Cardinal Affiliate for personal use, the terms in these Terms and Conditions of Sale apply to such consumer and the following provisions are also applicable: SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE EXTENT RESTRICTED BY STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATION AND EXCLUSIONS THEREOF HEREIN MAY NOT APPLY TO THE EXTENT RESTRICTED BY APPLICABLE LAW. THE LIMITED WARRANTY HEREIN GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

1.15. TRADEMARK USE. Cardinal grants Customer a nonexclusive, revocable, limited and nontransferable license to use Cardinal's trademarks related to the Cardinal products marketed and purchased by Customer solely in connection with the marketing and sale of such Cardinal's products subject to compliance with Cardinal's branding requirements. All rights to use such Cardinal trademarks may be withdrawn at any time with or without notice. Customer agrees and acknowledges that all rights and goodwill arising from Customer's use of Cardinal's trademarks inures solely to Cardinal Affiliates. Customer will not acquire any right or ownership interest in Cardinal's trademarks. If Customer acquires any intellectual property rights in or relating to Cardinal's trademarks, Customer agrees it, without cost to any Cardinal Affiliate, hereby assigns and further agrees to assign upon the request of any Cardinal Affiliate, all rights arising from Customer's use of Cardinal's trademarks to Cardinal Affiliates. Cardinal reserves the right to inspect and monitor Customer's usage of Cardinal's trademarks, and to require Customer to obtain pre-approval of uses of Cardinal's trademarks by Cardinal

and submit to Cardinal samples of Customer's uses of Cardinal trademarks from time to time to ensure compliance with Cardinal's Brand Requirements.

1.16. GHG DISCLOSURE. Customer agrees to provide and make available to Cardinal complete, consistent and accurate information relating to greenhouse gas emissions (scope 1, 2 and 3) and other matters relating to environmental impacts regarding the further processing, distribution and use of Cardinal products. Such information may be required to be independent or third-party certified.

1.17. GENERAL. This document is governed by the laws of the State of Minnesota without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. CUSTOMER AGREES THAT ANY CLAIM AGAINST A CARDINAL AFFILIATE (as defined in Section 1.13 above) WILL ONLY BE ASSERTED ON AN INDIVIDUAL BASIS AND NOT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND THAT ALL RIGHTS TO A JURY TRIAL ARE WAIVED. 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 document and sale of goods. This document cannot be amended or modified as against any Cardinal Affiliate except by a writing signed by an authorized officer of such party. No claim or right of any Cardinal Affiliate arising out of any breach of any of Customer's obligations to a Cardinal Affiliate may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by the Cardinal Affiliate in writing and is supported by consideration.

2. LIMITED WARRANTIES

2.1. LIMITED WARRANTIES. Cardinal warrants exclusively to Customer and no other party that Cardinal produced products purchased by Customer directly from Cardinal as, and only to the extent, set forth in the written, express limited warranty in this document ("Limited Warranties"). The Limited Warranties and remedy are nonassignable. These Limited Warranties apply only to products which have been PAID IN FULL by Customer. If Cardinal elects to supply a replacement product, any limited warranty that would otherwise apply to such replacement product will extend only for a limited warranty period equal to the remaining balance of the applicable original limited warranty period for the product. All replacement products may be, at Cardinal's option, provided FOB Cardinal's nearest plant producing the product. Product that is the subject of a warranty claim must be, at Cardinal's option, returned or made available to Cardinal for inspection and testing. The Limited Warranties do not cover labor for removal, disassembly, reassembly, or reinstallation necessary for access, removal or repair of defective products.

2.2. DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE EXPRESS LIMITED WARRANTIES GIVEN IN OR PURSUANT TO THIS DOCUMENT ARE THE EXCLUSIVE WARRANTIES MADE BY ANY CARDINAL AFFILIATE WITH RESPECT TO ANY PRODUCT.

NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING, WITHOUT LIMITATION, ANY SPECIFICATIONS, CARDINAL AFFILIATES EXPRESSLY DISCLAIM AND MAKE NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT SOLD IN CONNECTION WITH THIS DOCUMENT, INCLUDING (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE OR OTHERWISE; OR (c) THAT THE PRODUCT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES.

2.3. EXCLUSIONS AND LIMITATIONS. The Limited Warranties are given only to Customer 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. Customer agrees to provide and make available to Cardinal information requested by Cardinal regarding or applicable to investigation of claims regarding Cardinal products and to cooperate with Cardinal with respect to investigation of claims. Customer agrees to indemnify "Cardinal Affiliates" (as defined in Section 1.13 above for all claims, damages, costs and expenses (including attorneys' fees) arising in connection with claims against any Cardinal Affiliate of any nature (including claims arising from negligence of any Cardinal Affiliate) relating to products supplied by any Cardinal Affiliates to Customer, other than claims by Customer to the extent covered by the Limited Warranties and the applicable exclusive remedies.

In particular, but without limitation, Cardinal Affiliates assume no responsibility for, and the Limited Warranties do not cover the applicable product, with respect to alleged failures resulting from or relating to: abuse; rough handling; neglect, misuse; improper use or applications; improper handling, loading, unloading, or improper storage (including outside storage); failure to adhere to applicable instructions; noncompliance with requirements and recommendations in Cardinal issued TSBs; glass breakage; persistent exposure to moisture; or, in the case of Heat Strengthened Glass, Tempered Glass, non-temperable Monolithic Coated LoE Glass and Other Monolithic LoE Coated Glass, are exposed to temperatures in excess of 400° F; application of aftermarket films; incompatibility of materials not supplied by a Cardinal Affiliate for the designed use, including but not limited to sealants, desiccants, gases, muntin bars, gaskets, setting blocks, lubricants, insulation, etc.; damage caused by use of scrapers, razor blades or other sharp tools on glass uncoated, coated and printed surfaces; damage caused by cleaners, solvents, acids, alkalis, or any other chemicals used on or around the product (including corrosive chemicals such as sulfur and chorine); improper installation or building construction, including any installation not performed in accordance with industry standards and NGA's GANA Glazing Manual, applicable shop drawings, ordinances, and safety codes; any reason not related to manufacturing defects in material or workmanship of the relevant product.

The purpose of the express exclusive remedies is to provide Customer with the replacement (equivalent to the original or the then currently produced substantially equivalent or better product) of, or to enable Customer to return in exchange for cash consideration, product produced by Cardinal which fails to comply with the 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 product in the above prescribed manner or willing to accept return of such product in exchange for the cash consideration paid to Cardinal for the specific product.

2.4. LIMITED WARRANTY OF FLOAT GLASS. Cardinal warrants only to Customer for a period of one (1) year from the date of production by Cardinal FG Company that float glass produced by Cardinal FG Company ("Float Glass") sold by Cardinal to Customer was produced in compliance with ASTM Specification C1036 Standard Specification for Flat Glass. NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDING, WITHOUT LIMITATION, ANY SPECIFICATIONS, CARDINAL AFFILIATES PROVIDE NO WARRANTY ON FLOAT GLASS NOT PRODUCED BY CARDINAL FG COMPANY AND MERELY ASSIGN TO CUSTOMER ANY ASSIGNABLE WARRANTY RECEIVED ON SUCH FLOAT GLASS.

2.5. LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS. Cardinal warrants only to Customer for a period of one (1) year from the date of production by the respective Cardinal Affiliate that heat strengthened and tempered glass products (respectively, "Heat Strengthened Glass" and "Tempered Glass") sold by Cardinal to Customer was heat strengthened or tempered, as applicable, to meet the requirements of ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and ASTM Standard Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event this product is modified or subjected to any fabrication such as, but not limited to, grinding, drilling, sandblasting, or which are otherwise fabricated or modified subsequent to heat treatment.

2.6. LIMITED WARRANTY OF SILVER BASED MONOLITHIC LoE™ GLASS. Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal CG Company's production that annealed and post-temperable silver based sputter coated LoE™ coated glass product produced by Cardinal CG Company ("Monolithic Coated LoE Glass") sold by Cardinal to Customer will not have deterioration of the LoE coating due to a defect in coating material or workmanship when product is used in a sealed insulating glass unit. In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event any of the following apply:

- the LoE silver based coatings have not been properly edge-deleted using industry standards designed to prevent the silver layer(s) from coming in contact with moisture;
- product color issues, including but not limited to matching, fading and discoloration, which will be evaluated based on ASTM C1376,
 - between annealed and post-temperable LoE if the two (2) coatings are combined on the same elevation or side of a building; or
 - between laminated LoE coated glass (which has the LoE embedded against the interlayer) and non-laminated LoE;
- the frost point of the sealed insulated glass unit in which the product is used is above 0°F;
- the product is not fabricated into an insulating glass unit within six (6) months of the date of shipment for annealed coatings and within three (3) months from the date of shipment for post-temperable coatings;
- the product is used in other goods where the coatings are on surfaces other than the recommended surface(s) as set forth in Cardinal CG Customer Quality Guidelines, which Guidelines are available upon request;
- the product is used in insulating glass units where the seal of the unit fails;
- the product is modified or subjected to any fabrication (e.g., grinding, drilling, sandblasting, etc.).

2.7. LIMITED WARRANTY OF MONOLITHIC NEAT+™, i89 and x89 GLASS.

Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal CG Company's production that the below monolithic glass products sold by Cardinal to Customer as coated with the following that the product (collectively "Other Monolithic Coated Glass") will be consistent with Cardinal CG Company's specification at the time of Cardinal CG Company's production:

Cardinal CG Company's Neat+™ coating;
 Cardinal CG Company's i89 coating; or
 Cardinal CG Company's x89 coating.

In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event the product is modified or subjected to any fabrication (e.g., grinding, drilling, sandblasting, etc.).

2.8. LIMITED WARRANTY OF MONOLITHIC PYROLYTIC GLASS. Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal FG

Company's production that monolithic pyrolytic products produced by Cardinal FG Company ("Monolithic Pyrolytic Coated Glass") sold by Cardinal to Customer will not have visible cracking, peeling or deterioration of the pyrolytic coating due to a defect in pyrolytic coating material or workmanship under normal environmental glazed conditions. In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event the product is modified or subjected to any fabrication (e.g., grinding, drilling, sandblasting, etc.).

2.9. LIMITED WARRANTY OF LAMINATED GLASS. Cardinal warrants only to Customer that for the applicable limited warranty period set out below, the laminated glass products identified below that are produced by Cardinal LG Company ("Laminated Glass") and sold to Customer by Cardinal will not have materially obstructed vision through the laminated glass due to delamination of the laminated glass arising from defects in the lamination materials or workmanship:

a. for laminated glass incorporating Kuraray's™ SentryGlas® interlayer, the limited warranty period is ten (10) years from the date of Cardinal LG Company's production;

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") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal LG Company's production; and

c. for laminated glass used in the ballistics market incorporating one or more composite interlayers comprised of Kuraray's™ SentryGlas® interlayer, a polyvinyl butyral interlayer and a polyethylene terephthalate interlayer (the "Ballistics Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal LG Company's production.

In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event any of the following apply:

- interlayer incompatibility with other materials, including but not limited to films, papers, fabrics, and metals embedded in the Laminated Glass;
- interlayer incompatibility with glazing sealants, gaskets, setting blocks, other glazing materials, coatings, wood preservatives, and other window or door components; or
- the product is modified or subjected to any fabrication (e.g., grinding, drilling, sandblasting, etc.) other than by Cardinal.

The interlayer of PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass and Ballistics Laminated Glass that is persistently exposed to moisture at the edge can absorb moisture resulting in discoloration at the edge and perimeter of the product ("Edge Blush"). Cardinal does not warrant PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass products against Edge Blush. **CARDINAL AFFILIATES DISCLAIM ANY WARRANTY THAT PVB LAMINATED GLASS, PET LAMINATED GLASS, EVA LAMINATED GLASS OR BALLISTICS LAMINATED GLASS PRODUCT WILL NOT SUFFER EDGE BLUSH.**

2.10. LIMITED WARRANTY OF MONOLITHIC DIGITALLY PRINTED GLASS.

Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal LG Company's or Cardinal CT Company's production that monolithic digitally printed glass ("Monolithic Digitally Printed Glass") sold to Customer by Cardinal was heat strengthened or tempered to meet ASTM Standard Specification C1048 and will be free of defective materials or workmanship, which could result in visible peeling, cracking or deterioration of the ceramic ink or frit under normal conditions, provided it is used in an interior application or on any surface except Surface #1 of a sealed insulating glass unit. In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility for and this limited warranty is void in the event any of the following apply:

- the product is modified or subjected to any processing or fabrication such as, but not limited to, coating, grinding, drilling, sandblasting, or which are otherwise fabricated or modified subsequent to heat treatment;
- use of scrapers, razor blades or other sharp tools on the printed surface;
- use of abrasive pads or brushes on the printed surface; or
- product color-related issues, including but not limited to matching, fading and discoloration.

2.11. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTY OF FLOAT GLASS, HEAT STRENGTHENED GLASS, TEMPERED GLASS, MONOLITHIC COATED LoE GLASS, OTHER MONOLITHIC COATED GLASS, MONOLITHIC PYROLYTIC COATED GLASS, LAMINATED GLASS, AND MONOLITHIC DIGITALLY PRINTED GLASS. Any claim of a breach of any of the preceding limited warranties respecting Float Glass, Heat Strengthened Glass, Tempered Glass, Monolithic Coated LoE Glass, Other Monolithic Coated Glass, Monolithic Pyrolytic Coated Glass, Laminated Glass, and Monolithic Digitally Printed Glass (the relevant product(s) is(are) the "Product(s)") must be received in writing by Cardinal from Customer on or before the end of the applicable limited warranty period or the claim is waived. Cardinal, at its exclusive option, will upon receipt of a written claim within the applicable limited warranty period and confirmation of the existence of a manufacturing defect covered by the applicable limited warranty either:

a. Provide a replacement Product (equivalent to the original or the then currently produced substantially equivalent or better product, at Cardinal's option) to Customer in exchange for the defective Product, or

b. Refund to Customer Cardinal's original selling price for such defective Product.

2.12. LIMITED WARRANTY, EXCLUSIONS, AND SOLE REMEDIES FOR INSULATING GLASS UNITS. Cardinal warrants only to Customer for a period of twenty (20) years from the date of the Cardinal Affiliate's production that the insulating glass units produced by a Cardinal Affiliate with XL Edge® or Endur® spacers and with or without glass that is laminated ("Insulating Glass Units") sold to Customer by Cardinal will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to manufacturing defects in material or workmanship.

The relevant warranty above shall be valid for Insulating Glass Units utilizing capillary tubes only if the Insulating Glass Units are properly installed in high altitude applications in accordance with the requirements of Cardinal Affiliates concerning installation of Insulating Glass Units. All capillary tubes must be installed by a Cardinal Affiliate or by Customer provided Customer must acquire the materials (tubes, covers, silicone, picks) to be used with the Insulating Glass Units from a Cardinal Affiliate. Requirements of Cardinal Affiliates concerning installation of Insulating Glass Units with capillary tubes can be obtained by writing to Cardinal IG Company, 7201 West Lake Street, Minneapolis, MN 55426-4320. Failure to utilize materials supplied by a Cardinal Affiliate or properly execute the requirements of Cardinal Affiliates for the installation of Insulating Glass Units at high altitude will void this limited warranty. The preceding limited warranties respecting Insulating Glass Units will not apply to Insulating Glass Units in which capillary tubes are installed by someone other than a Cardinal Affiliate or Customer provided Cardinal reviews in advance and approves in writing the installation by Customer and all of the installation and sealing details and other relevant facts about the proposed capillary tubes and the actual installation, sealing and other relevant matters conform in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

Cardinal also warrants only to Customer for a period of one (1) year from the production date by Cardinal that Insulating Glass Units sold to Customer by Cardinal were produced to meet the requirements of the Insulating Glass Certification Council, and ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.

In addition to other exclusions in this document, Cardinal Affiliates assume no responsibility, for and this limited warranty is void, in the event the product is installed in structural glazing and sloped glazing applications unless Cardinal reviews in advance and approves in writing all of the glazing details and other relevant facts of the proposed

application and the actual application conforms in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

Any claim of a breach of any of the preceding limited warranties respecting Insulating Glass Units must be received in writing by Cardinal on or before the end of the applicable limited warranty period otherwise the claim is waived. Cardinal, at its exclusive option, will upon timely receipt of a written claim and confirmation of the existence of a manufacturing defect covered by the applicable limited warranty either:

a. Provide a replacement Insulating Glass Unit (equivalent to the original or the then currently produced substantially equivalent or better product, at Cardinal's option) and grant to Customer a reglazing allowance equal to Customer's glazing cost incurred up to 50% of Cardinal's original selling price of such defective Insulating Glass Unit.

b. Refund to Customer 100% of Cardinal's original selling price for such defective Insulating Glass Unit plus Customer's glazing cost incurred up to 50% of Cardinal's original selling price for such defective Insulating Glass Unit.

2.13. LIMITED WARRANTY, EXCLUSIONS, AND SOLE REMEDIES FOR CLiC PRIVACY GLASS. Cardinal warrants only to Customer the below limited warranties with respect to CLiC switchable privacy glass consisting of a switchable privacy cell, conductive glass lites, laminate interlayers, and cover glass lites (a "CLiC Unit") and the related electronics sold to Customer by Cardinal IG Company specifically for use with its CLiC Unit ("CLiC Electronics"). With respect to elements of a CLiC Unit other than the switchable functionality and electronics (e.g., Float Glass, glass coatings, laminated glass and insulating glass units), such elements are warranted by Cardinal IG Company solely to the extent of the separate limited warranties provided in these Term and Conditions of Sale.

CLiC Unit - Cardinal warrants only to Customer that for a period of five (5) years from the date the CLiC Unit was produced by Cardinal that the switchable functionality of the CLiC Unit will not fail to be operational due to defects in Cardinal IG Company materials or workmanship subject to the below stated exclusions. No warranty coverage is provided for spots, pinholes, variations or blemishes.

CLiC Electronics - Cardinal warrants only to Customer that for a period of two (2) years from the date of purchase from Cardinal that the CLiC Electronics switching functionality will not fail due to defects in material and workmanship.

The limitations in this document applicable to glass and treatments apply with respect to such glass and treatments included in a CLiC Unit. The preceding limited warranties respecting a CLiC Unit and CLiC Electronics are limited to defects in material or workmanship, exclude minor imperfections that do not materially obscure vision, minor variations in color/shading, minor changes in switching speed and transmission, and

further specifically exclude issues arising from any of the following: (1) improper power, power surges, loss of power or power interruptions; (2) alteration, modification or tampering or unauthorized servicing; (3) abuse, misuse, accident, damage or outside occurrences (e.g., lightening, fire, floods, blunt forces, external forces, acts of God); (4) bowing or twisting resulting from external forces; (5) improper pressure on any point of the CLiC Unit; (6) damage due to extreme conditions, including heat or cold, high-moisture, dust, dirt, or salt concentrations; (7) excessive exposure to water and condensation, or submersion in water; (8) excessive exposure to UV light; (9) exposure to corrosive materials, including but not limited to sulfur or chlorine; (10) defacing, removing or modifying the product serial number.

CLiC Unit and CLiC Electronics Limited Warranty Remedies: Cardinal, at its exclusive option, will upon timely receipt of a claim and confirmation of the existence of a manufacturing defect covered by the applicable limited warranty either:

- a. Provide a replacement CLiC Unit or CLiC Electronics, as applicable, (equivalent to the original or the then currently produced substantially equivalent or better product, at Cardinal's option); or
- b. Repair the CLiC Unit or CLiC Electronics, as applicable; or
- c. Refund to Customer 100% of Cardinal's original selling price received for such item.

2.14. CLiC Name Use. All CLiC Units and CLiC Electronics must be marketed and sold under Cardinal IG Company's designated name "CLiC," with the "CLiC" name prominently identified.

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