

PILKINGTON NORTH AMERICA, INC.
GENERAL TERMS AND CONDITIONS OF SALE

SECTION 1. TERMS

1.1 Unless otherwise expressly agreed in writing by the Seller, these General Terms and Conditions of Sale ("**Conditions**") apply to any sale of Aftermarket Glass Replacement products ("**AGR Products**") and Architectural Glass products ("**AG Products**", and together with AGR Products, "**Products**") by Pilkington North America, Inc. ("**Seller**") to the buyer of such Products ("**Buyer**") and supersede any earlier conditions issued by the Seller and shall override any terms or conditions of the Buyer.

1.2 The Seller reserves the right to amend, vary or enhance these Conditions by posting the same to its website at <http://www.pilkington.com/en/us>. The version of these Conditions effective at the time the Buyer places an order applies to the sale of Products under the order.

1.3 The entire agreement (this "Agreement") between the Seller and the Buyer consists exclusively of: (a) these Conditions, (b) Buyer's purchase order (except for the terms and conditions preprinted therein and anything therein rejected by the Seller), (c) Seller's invoice setting forth the description, quantity and price of Product sold to Buyer, and (d) any additional express warranty by the Seller, if any. For AG Products, the minimum unit of sale is a full truckload or container and this requirement can be met by a combination of AG Products from the same factory of origin. In addition, the Seller may announce and apply minimum unit of sales requirements for all or some AGR Products for all or some customers.

1.4 The product information contained in the Seller's publication is for the sole purpose of giving an approximate idea of the Products described in it and shall not form a part of a contract for sale of such Products.

SECTION 2. DELIVERY

2.1 For sales of AGR Products to truckload customers and sales of AG Products: The Products will be delivered DAP Buyer's place of business (per Incoterms 2010), unless the Buyer arranges vehicles to pick up AGR Products on terms of F.O.B. point of shipment. The risk of the Products shall pass to the Buyer at the time they are unloaded from the Seller's delivery vehicle (if delivered on DAP terms) or they are loaded on the Buyer's collection vehicle (if delivered on F.O.B. terms). Any claim of shortages, errors or damage must be noted on the bill of lading and notified to the Seller within forty-eight (48) hours after delivery.

2.2 For sales of AGR Products to wholesale customers: The Products will be delivered to the Buyer F.O.B. point of shipment (or Seller's Distribution/Service Center, if Buyer arranges vehicles to pick up AGR Products), and the risk of the Products shall pass to the Buyer at the time they are loaded on the Seller's delivery vehicle at the point of shipment (or on the Buyer's collection vehicle in the Distribution/Service Center). The Buyer shall take delivery of the AGR Products within 7 days of the Seller giving it notice that the Products are ready for delivery. Any claim of damage must be notified to the Seller within forty-eight (48) hours after delivery (or before the Buyer's collection vehicle leaves the Distribution/Service Center, if damage is visible from outside the packaging).

2.3 For all Products: Any dates specified by the Seller for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence. If no dates are so specified, delivery shall be within a reasonable time. Delivery is always subject to the availability of the Seller's stock.

2.4 For all Products: If for any reason the Buyer fails to accept delivery of any of the Products when they are ready for delivery, or the Seller is unable to deliver the Products because the Buyer has not provided appropriate instructions, documents, licenses or authorizations, the Products shall be deemed to have been delivered and Seller may additionally charge Buyer for any reasonable storage or additional transport costs which result and the risk in the Products shall pass to the Buyer.

2.5 For all Products: The Seller may deliver the Products by separate installments. Each installment shall be a separate Contract and shall be invoiced and paid for pursuant to the Contract.

2.6 For all Products: Pallets, frames, stillages and all other distribution equipment for AG Products are the property of the Seller and must be returned to the Seller on demand. Metal crates and some packaging materials (designated by the Seller for recycling) for AGR Products are the property of the Seller and shall be returned to the Seller unless otherwise negotiated. Use of distribution equipment for any purpose other than carriage and storage of the Products supplied by the Seller is prohibited.

SECTION 3. PRICE AND PAYMENT TERMS

3.1 Unless otherwise agreed upon by authorized personnel in writing by the Seller, all Product prices are

subject to change without notice and the Products will be invoiced at the prices effective at the date of shipment (in case of AG Products) or order placement (in case of AGR Products).

3.2 Time for payment shall be of the essence. Customer will pay all amounts payable pursuant to such invoices in full in immediately available lawful funds of the United States of America at the address specified on the invoice, at the time of delivery of the Products or, if the Seller's Credit Department has accepted the Credit Application by the Buyer, in accordance with the terms established by the Seller.

3.3 Prices of all Products are exclusive of sale taxes, duties and levies of any kind whatsoever as well as applicable delivery, packing and other charges (in case of AGR Products) and energy surcharges. The Buyer is solely responsible for the payment of any such taxes, duties or levies.

SECTION 4. TITLE

4.1 The Products remain the sole and absolute property of the Seller as legal and equitable owner until payment (including any delivery or service charge) has been received in full by the Seller. After the Seller receives payment in full for the Products, title to the Products is deemed to have immediately passed to the Buyer. Notwithstanding that the Seller has retained title to the Products, the Seller is entitled to maintain an action for outstanding invoices as soon as payment falls due.

SECTION 5. LIMITED WARRANTY

5.1 The Seller applies separate warranty policies (or return policies) to AGR Products and AG Products. PNA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

5.2 No employee, agent or representative of PNA has the authority to bind PNA to any oral representation or warranty concerning the Products. ANY SUCH WRITTEN OR ORAL REPRESENTATION OR WARRANTY WILL BE VOID AND UNENFORCEABLE.

SECTION 6. LIABILITIES; LIMITATION OF LIABILITY

6.1 In no event will PNA or its directors, officers, employees or agents be liable to Customer or any third party for any indirect, consequential, incidental, punitive or special damages whatsoever, without regard to cause or theory of liability (including, without

limitation, damages for loss of business profits or revenue, business interruption, loss of business information or other pecuniary loss) arising out of these Conditions. The foregoing limitation will apply notwithstanding any failure of essential purpose or any limited remedy.

SECTION 7. FORCE MAJEURE

7.1 Neither party will be responsible for delays or failure in performance resulting from acts beyond the control of such party (an "Event of Force Majeure"); provided, however, the party so affected will (i) immediately provide written notice to the other party of the date and nature of the Event of Force Majeure and the anticipated period of time during which the force majeure conditions are expected to persist and (ii) make all reasonable efforts to reduce the effect of any failure or delay by the Event of Force Majeure. Notwithstanding the foregoing, an Event of Force Majeure will not relieve or affect in any way a party's obligation to pay any amounts due and owing under these Conditions.

SECTION 8. CONFIDENTIALITY

8.1 Each party will maintain in confidence and safeguard all business and technical information which is disclosed by one party ("discloser") to the other ("recipient") in connection with these Conditions and which is designated confidential at the time of disclosure, and any other information that, due to the type of information and the nature of disclosure, should reasonably be viewed by the recipient as confidential information of the discloser whether or not so marked or identified, and use the same only for its performance of these Conditions; provided, however, the obligations under this Section do not apply to information that (i) is or becomes available to the public through no fault of the recipient; (ii) was known to the recipient prior to the disclosure under these Conditions; (iii) becomes available to the recipient on a non-confidential basis from a third party not restricted by contract or law regarding such information; (iv) is disclosed with the prior written consent of the discloser; or (v) is required or compelled by law to be disclosed, provided that the recipient gives all reasonable prior notice to the discloser to allow it to seek protective or other court orders.

8.2 Section 8.1 does not preclude the Seller from assigning its rights under this Agreement to a third party.

SECTION 9. MISCELLANEOUS

9.1 No Assignment. These Conditions will not be assigned in whole or in part by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. This Agreement will

be binding on and inure to the benefit of the parties hereto, and their legal representatives, successors in interest and permitted assigns.

9.2 Governing Law. These Conditions will be construed in accordance with the laws of the state of Ohio without reference to its choice of law rules, and any dispute arising out of or relating to these Conditions will be resolved solely by final and binding arbitration pursuant to this Section 9.2. Unless the parties otherwise agree in writing, the arbitration will be conducted in Toledo, Ohio before a single arbitrator. The arbitrator will be jointly selected and mutually approved by the parties or, if the parties are unable to agree, will be appointed by the American Arbitration Association ("AAA"). The arbitration will be conducted in accordance with the AAA's rules of commercial arbitration. The parties initially will share equally the fees and expenses of the arbitration. However, the prevailing party (if applicable and as determined by the arbitrator) will be entitled to recover from the non-prevailing party all such fees and expenses (including without limitation reasonable attorneys' fees). Any arbitration decision so rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. The parties will arbitrate disputes in confidence. Nothing in this Section 9.2 will prevent either party from seeking preliminary equitable relief in any court.

9.3 Severability. If any provision of these Conditions is held invalid, illegal or unenforceable, that will in no way affect, impair or invalidate any other provision, and all other provisions of these Conditions will be in full force and effect.

9.4 No Waiver. No delay or omission by either party hereto to exercise any right or power hereunder will impair such right or power or be construed to be a waiver thereof. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach.