



**General Conditions of Purchase**  
of  
**FLABEG Technical Glass US Corporation**  
Naugatuck

Version: May 2018

**1. DEFINITIONS:** As used herein, "Buyer" means **Flabeg Technical Glass US Corporation**. "Seller" means the party identified on the face of this order. "Supplies" means all articles, materials, products, work or services to be furnished pursuant to this order.

**2. ACCEPTANCE:** This order is an offer to purchase and together with the terms stated on the face of this order are the only terms governing the purchase of Supplies (this "Order"). Any of the following shall constitute Seller's unqualified acceptance of this Order: (i) written acknowledgement of this order; (ii) furnishing of any Supplies pursuant to this order; (iii) acceptance of any payment for Supplies; or (iv) commencement of performance pursuant to this order. This Order expressly limits Seller's acceptance to the terms of this Order. Upon acceptance, Buyer and Seller agree as follows:

**3. PRICE AND PAYMENT:** If no price is stated herein, the price charged Buyer for the Supplies shall be the lowest of (i) the price last quoted by Seller; (ii) the price last paid by Buyer to Seller, or (iii) Seller's lowest price charged to any customer for the Supplies, regardless of any special terms or conditions of such sale. After the completion of delivery Seller shall issue an invoice to Buyer. Buyer shall pay all property invoiced amounts due to Seller within **[45]** days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Buyer may set off any amount owing by it to Seller against amounts payable by Buyer to Seller. Seller shall continue to perform its obligations under this Order notwithstanding any setoff or disputed amounts between Buyer and Seller.

**4. INSPECTION:** All Supplies shall be received subject to Buyer's right of inspection and rejection. Defective Supplies or Supplies not in strict conformance with this Order or Buyer's or Seller's description or specifications or otherwise nonconforming or defective, will be held for receipt of instructions, at Seller's risk, and if Seller so directs, will be returned, at Seller's expense. If Buyer does not receive such written instructions within forty-five (45) days of Buyer's request therefor, Buyer may, without liability to Seller, dispose of the goods, as it deems appropriate, in its sole discretion. Buyer may, by written notice to Seller, and in addition to other remedies provided by law, require replacement or correction of rejected Supplies. Payment for Supplies pursuant to this Order prior to inspection shall not constitute acceptance thereof or a waiver of a breach of warranty and is without prejudice to any claim(s) of Buyer. Seller shall inspect all Supplies prior to shipment to ensure conformance with all requirements of this Order.

**5. PACKING AND SHIPPING:** All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices and Buyer's instructions therefor, if any. Each package must be numbered and labeled with Buyer's purchase order number, stock number (if applicable), contents, and weight. An itemized packing list shall be included in each shipment and the package containing the packing list must be clearly marked as such. Each packing list shall bear the Buyer's purchase order number and an accurate description of the Supplies and quantities in the shipment. Supplies shipped in excess of this Order may be returned at Seller's expense. Buyer will not be responsible for any Supplies furnished without a written order.

**6. DELIVERY:** Seller shall deliver the Supplies on the date(s) specified on the face of this Order (the "Delivery Date") and according to instructions provided by Buyer. Delivery of Supplies shall be DAP (as defined by Incoterms 2010) Buyer's location. Delivery shall not be complete, and title to the Supplies shall not transfer until such Supplies have been actually received and accepted by Buyer. Notwithstanding any Order to pay freight, the risk of loss or damage in transit shall be upon the Seller. Buyer may reject any Supplies delivered prior to the Delivery Date, in which case Seller shall redeliver on the Delivery Date.

**7. TAXES:** Buyer shall pay sales or use tax, if any is due, of the state in which this Order originates. Seller shall pay any other federal, state, local or foreign taxes or other governmental charges upon the production, transportation or sale of the Supplies. Unless otherwise stated, the prices do not include sales or use taxes applicable to the Supplies. All such taxes and charges shall be shown separately on Seller's invoice.

**8. WARRANTY:** Seller warrants that all Supplies (i) shall be of good quality and workmanship and free from defects, latent or patent, in material or workmanship, (ii) shall conform in all respects to all specifications, performance standards, drawings, samples or descriptions of Seller and Buyer, (iii) shall be free of any liens, encumbrances, or security interests or claims of any third party, and (iv) do not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties are in addition to all other express warranties and legal rights and shall run to the benefit of the Buyer. No remedy available to Buyer for the breach of any warranties hereunder shall be limited except to the extent and in the manner expressly agreed upon by Buyer in an executed document which specifies such limitation and references this Section 8. Buyer's approval of any sample or acceptance of any Supplies shall not relieve Seller from responsibility to deliver goods and to perform services conforming, in all respects, to the sample. These warranties shall not be deemed waived either by reason of Buyer's acceptance of Supplies or by payment for them and shall survive delivery and inspection. In the event of a breach of warranty, Buyer may return such Supplies, at Seller's expense, for correction, replacement or credit as Buyer may direct. This warranty shall also apply to replacement Supplies. Seller shall effectuate all such corrections or replacements within 10 days of receipt of returned Supplies.

**9. CONFIDENTIAL INFORMATION:** Seller shall keep secret and confidential all confidential, proprietary or non-public information of Buyer and the existence, terms and

conditions of this order (the "confidential information"). **CONFIDENTIAL INFORMATION:** Seller shall keep secret and confidential all confidential, proprietary or non-public information of Buyer and the existence, terms and conditions of this Order (the "confidential information"). In addition, the Seller shall (i) disclose the confidential information only to its employees who need to know for purposes of fulfilling this order and (ii) use the confidential information only for the purpose of fulfilling this order. In addition, the Seller shall (i) disclose the confidential information only to its employees who need to know for purposes of fulfilling this Order and (ii) use the confidential information only for the purpose of fulfilling this Order. It is understood that no license, either expressed or implied, is hereby granted by the Buyer under any confidential information.

**10. NOTIFICATION REQUIREMENT: TIME IS OF THE ESSENCE.** If, for any reason, at any time, Seller shall refuse or be unable, or should reasonably anticipate being unable to deliver any part or all of the Supplies on the Delivery Date, Seller shall notify Buyer of such refusal or inability at the earliest possible time and by the most practical means under the circumstances. Such notification shall not be deemed to operate as a release of Seller from its obligations under this Order. Buyer shall have the right to replace, modify and/or cancel any delayed open orders without any liability to Seller. In the event of such a replacement or modification, Seller shall pay to Buyer (or at Buyer's option, Buyer may offset such amount from any amount owed to Seller) promptly upon demand therefor, an amount equal to the cost of such replacement or modification, less the amount which would have been payable to Seller for an equal quantity and quality of Supplies, plus any amount incurred by Buyer to effectuate such replacement or modification. Such amount is agreed to be damages for Seller's non-performance and shall not, in any event, be construed to be a penalty. Price increases or extensions of time for delivery shall not be binding upon Buyer unless evidenced by a change order issued by its authorized representative.

**11. INDEMNIFICATION & INSURANCE:** Seller shall defend, indemnify, and hold harmless Buyer, its officers, employees, agents, representatives, customers or affiliates ("Buyer's Affiliates") from any claim, suit, loss, cost, damage, expense to any person of whatsoever nature of kind arising out of, as a result of, or in connection with (i) Seller's performance of this Order, (ii) omissions of Seller or its officers, employees, agents, representatives, affiliates or subcontractors or (iii) the Supplies. Without in any way limiting the foregoing, Seller and any person or entity performing work for or on behalf of Seller under this Order shall maintain public liability and property damage insurance covering Seller's obligations hereunder and the Supplies and shall maintain, in accordance with applicable law, workers' compensation insurance covering all employees performing work with respect to this Order. This provision shall survive the fulfillment, expiration or termination of this Order.

**12. INTELLECTUAL PROPERTY:** Seller grants a perpetual transferrable license relating to any Software or other embodiment of intellectual property embedded in the Supplies, as necessary for Buyer's purchase, use, maintenance or sale of Supplies. Seller shall hold Buyer & Buyer's Affiliates harmless from any claim, suit, loss, cost, damage or expense (including, without limitation, the costs and expense incurred in the defense suits or actions alleging such liability) of whatsoever nature or kind arising out of, as a result of or in connection with a claim for infringement of rights in, to or under patents, trade marks, copyrights or other intellectual property rights by the manufacture, design, use, maintenance, support or sale of any Supplies. This provision shall survive the fulfillment, termination or expiration of this Order.

**13. RECALLS:** In the event of a recall of any Supplies sold by Seller to Buyer, Seller shall be responsible for all costs incurred by the Buyer associated with carrying out the recall (including attorneys' fees) and any reporting requirements under local, state or federal laws or regulations. Seller shall notify Buyer in writing within twenty-four (24) hours of the discovery of a defect in any Supplies sold to Buyer. It shall be the responsibility of Seller to comply with all local, state, and federal laws and regulations governing the recall of any Supplies sold to Buyer and to effectuate the actual recall. Seller is responsible for all costs incurred by the Buyer associated with the recall of any product manufactured by Buyer as a result of a defect or non-compliance in a component part purchased from or manufactured by Seller and Seller must provide Buyer with all reasonable assistance in carrying out any such recall.

**14. TERMINATION:** Buyer shall have the right, without liability to Seller, to cancel any unshipped portion of an order (i) a portion of which is not in strict conformance with this Order or Buyer's or Seller's description or specifications, (ii) in the event Seller has breached this Order, any warranty or its obligations to Buyer, (iii) in the event that Buyer's business is interrupted because of strikes, labor disturbances, riot, fire or Acts of God or any other cause beyond the control of Buyer or (iv) if the Seller makes an assignment for the benefit of creditors, a receiver or trustee is appointed with respect to the Seller's business, the Seller is adjudicated insolvent or if the Seller files or there is filed against Seller a petition for bankruptcy or other relief under the Bankruptcy Code or any successor statute. In addition, Buyer shall have the right to cancel any unshipped portion of an order, in whole or in part, at any time; provided that if such cancellation is made less than 5 days prior to the Delivery Date, then Seller may request that Buyer pay the actual amount of Seller's third party costs reasonably incurred in contemplation of and identifiable to performance of the canceled portion, less any amount saved by Seller as a result of such cancellation and less

any amounts which could have reasonably been mitigated by Seller. **Seller is cautioned not to ship, fabricate or build inventories of raw or finished stock at a rate faster than is required to meet delivery requirements of this Order.**

**15. COMPLIANCE WITH LAW AND OTHER PROVISIONS:** Seller warrants and represents that the merchandise, including all packaging thereof, shipped pursuant to this Order shall have been produced in compliance with and meet the minimum standards of all applicable federal, state and local laws, regulations, ordinances and/or standards in effect as of the date on which such merchandise is accepted by Buyer and that the sale by Seller or purchase by Buyer of such merchandise does not violate any such laws, regulations, rules, guides, ordinances and/or standards. The supplier shall keep complete records in relation to the performance of the contract and shall retain such records in accordance with applicable laws but at least for a period of six years. Upon request by Buyer, Seller shall furnish Buyer with a certificate of compliance with any such laws, regulations, rules, guides, ordinances and/or standards. Seller shall appropriately label containers of all goods which are known to constitute a health, poison, fire, environmental, safety or explosion hazard and shall provide Buyer any and all material required for Buyer to comply with all laws, regulations, rules, guides, ordinances and/or standards, including, without limitation, Material Safety Data Sheets. The supplier further guarantees to comply with all applicable anti trust and anti-corruption laws, including but not limited to the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act (FCPA). The supplier shall observe and comply with the ten principles of UN's Global Compact Initiative as available at [www.unglobalcompact.org](http://www.unglobalcompact.org). The supplier shall also observe and comply with the general security regulations of Flabeg Technical Glass US Corp. when delivering to, or working at our works or another place of delivery specified by us. The supplier shall permit us and our third party representatives with confidentiality obligations during normal business hours to enter the supplier's premises and examine its books and records to the extent necessary to verify compliance by the supplier with the foregoing obligations of this Clause XI. We may exercise the foregoing audit right (i) promptly as soon as we reasonably suspect that the supplier has infringed or is likely to infringe the foregoing obligations of this Clause XI, or (ii) otherwise, by giving six weeks' prior notice of such exercise of the audit right. Business and trade secrets are excluded from audit; paragraphs containing business and trade secrets may therefore be redacted before documents are made available.

**16. EQUAL OPPORTUNITY:** The Equal Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, Section 503 of the Rehabilitation Act of 1973 (Handicap) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. 2012), and the implementing rules and regulations in Title 41, GFR, Part 60 are incorporated herein by reference unless this Order is exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "Contractor" means Seller. Seller shall provide Buyer with an executed Equal Employment Opportunity Certificate indicating Seller's compliance or exempt status, annually upon request of Buyer. In the event Seller has a current Certificate on file with Buyer, it is incorporated herein by reference, and shall be valid until the next report delivered by Buyer.

**17. ASSIGNMENT:** Seller will neither assign its rights nor delegate its duties under this Order without the prior written consent of Buyer. The supplier shall use its best efforts to ensure that such subcontractors comply with all applicable statutory provisions, regulatory requirements, judicial decisions and government orders. Any attempted assignment violates this paragraph shall be VOID AB INITIO.

**18. INTERPRETATION OF ORDER:** Irrespective of the place of performance of this Order, this Order shall be interpreted in accordance with the laws of the State of Connecticut, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Buyer's location, in any action arising out of or relating to this Order and waives any other venue to which it may be entitled by domicile or otherwise. The UN Convention on Contracts for the International Sale of Goods shall not apply.

**19. AMENDMENT, MODIFICATION, WAIVER AND REMEDIES:** Performance of this Order must be strictly in accordance with its stated terms and conditions and no change, modification, revision, alteration or waiver shall be binding unless executed by Buyer. No waiver of and/or failure to perform any or all of the terms or conditions hereof by Buyer shall constitute a waiver of or an excuse for non-performance by Seller as to any other part of this or any other Order. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or in equity. Under no circumstances shall the Buyer be obligated for consequential damages, loss of revenue or profit, or any amount in excess of the total amount stated on the face of this Order. Seller shall bear all expenses, including reasonable attorneys' fees, Buyer incurs to enforce its rights under this Order.

**20. BUYER'S PROPERTY:** All tooling, dies, parts, schedules, and Specifications and all reproductions thereof, any other property furnished to Seller by Buyer or paid for by Buyer, shall be (i) the property of Buyer, (ii) clearly identified as Buyer's property by Seller, (iii) subject to removal at any time upon Buyer's demand, and (iv) used only in filling orders from Buyer or its nominee. Seller assumes all liability for loss of, and damage to, such property and Seller shall, unless otherwise directed in writing by Buyer, insure at Seller's expense such property in an amount equal to the replacement cost thereof with loss payable to Buyer.