



Your Dreams, Our Challenge

GENERAL TRADING TERMS AND CONDITIONS

Issued by:

AGC Processing Teplice a.s.

Member of AGC Group

Address:

Za Drahou 462, 416 74 Teplice, Czech Republic

Tel: +420 417 503 201, Fax: +420 417 503 275

Email: processingteplice@eu.agc.com

www.agc-processing.cz

IČO: 25012266, DIČ: CZ699001704

Effective from: 1 Feb. 2018

GENERAL TRADING TERMS AND CONDITIONS

CONTENTS:

PART I.

- 1.1 Seller's identification
- 1.2 Object and interpretation of contract
- 1.3 Concluding contract
- 1.4 Order – order conditions
- 1.5 Technical conditions
- 1.6 Terms of delivery
- 1.7 Approval and acceptance of goods
- 1.8 Price and terms of payment
- 1.9 Packaging
- 1.10 Shipping, handover terms, transport
- 1.11 Storage and handling of glass
- 1.12 Assembly conditions and glazing conditions
- 1.13 Conditions for cleaning and maintenance

PART II.

- 2.1 General guarantee conditions
- 2.2 Claim conditions
- 2.3 Quality specification of products – tolerance of defects, inadmissible claims
- 2.4 Termination or suspension of contract execution
- 2.5 Liability for damage exemptions
- 2.6 Duty of confidentiality
- 2.7 Governing law
- 2.8 Other provisions

GENERAL TRADING TERMS AND CONDITIONS

PART I.

1.1 SELLER'S IDENTIFICATION

For the purposes of these General terms and conditions, for each sale, the term "Seller" means any company belonging to AGC Glass Europe Group¹ that confirms orders to the Purchaser and invoices the ordered goods or services. If necessary, the Seller may provide technical support to the Purchaser. Logistic and administrative services connected with individual orders can be provided by respective customer centres of AGC Glass Europe Group instead of the Seller.

1.2 OBJECT AND INTERPRETATION OF CONTRACT

Any orders, their confirmations, purchase contracts, and services to the respective extent, as well as price quotations and calculations are governed by these General trade terms and conditions. Alterations to the General trade terms and conditions may only be performed with express and written consent of the Seller.

General or special trade terms and conditions of the Purchaser will not apply to relations between the contracting parties, unless the Seller accepts them expressly and in writing.

Terms "EXW" and "DAP" are interpreted according to Incoterms 2010 issued by the International Chamber of Commerce. Other terms are interpreted in compliance with applicable legal regulations as stipulated in Article 12 of these General trade terms and conditions. Catalogues or pricelists have solely informative character and cannot be considered an offer, unless agreed otherwise in writing.

1.3 CONCLUDING CONTRACT

A contract is concluded by accepting and confirming the Purchaser's order, or service required by the Purchaser, or by delivery of the ordered goods or service. The order must include a specific description of the product or products and their amount. For all requirements for the contents of an order see chapter 1.4 Order – order conditions. Negotiation may also result in changing the price of the ordered goods. Proposal for a change or cancellation of the order made by the Purchaser can only be considered proper in case that it is delivered to the Seller, and this proposal for a change or cancellation of the order may not be accepted. Any proposal for a change or cancellation of an order of products with nonstandard dimensions that are being processed or that have not been processed yet will be taken into consideration if it is delivered to the Seller before sending a confirmation of the order.

¹ AGC Flat Glass Europe Group means AGC Flat Glass Europe SA/NV (registered office 4, Avenue Jean Monnet, B-1348 Louvain-LA-Neuve, Belgium, incorporated in Companies Register (Brussels) under No. 0413.638.187) and any directly or indirectly "controlled companies" in terms of Art. 2.1(f) of European Directive 2004/109/EC, i.e. any companies where (i) AGC Flat Glass Europe SA/NV has majority of voting rights, or (ii) where AGC Flat Glass Europe SA/NV has the right to appoint and remove most of members of the administrative, managing, or supervisory body, and at the same time is a shareholder or partner of the company; or (iii) where AGC Flat Glass Europe SA/NV is a shareholder or a partner, and based on agreement with other shareholders or partners of the company, AGC by itself controls most of the voting rights belonging to shareholders or partners; or (iv) companies over which AGC Flat Glass Europe SA/NV can execute or actually executes its dominant influence or control.

GENERAL TRADING TERMS AND CONDITIONS

1.4 ORDER – ORDER CONDITIONS

Information required for the order – exact address of the customer, Purchaser, and the consignee, contact person's name, telephone number, file number of the Companies Register incorporation, ID, VAT ID, bank details and specification of the product:

- a) dimensions (width x height), composition, number of pieces,
- b) drawing documentation for irregular shapes, bars and special production can be sent by e-mail as attachment in Word (doc), Excel (xls), Adobe Acrobat (PDF), AutoCAD (dwg, dxf) programs, or in another commonly used graphic format (gif, jpg, pcx, bmp)
- c) specification of the vision side
- d) peripheral of cutting stencils made of rigid materials (thickness of the material min. 4 mm) smaller by 3 mm than the required glass size or
stencils of accurate size, always must be agreed in advance with the Seller
- e) position, location of glass and reflective layers, position of the decoration
- f) method of transport, type of package
- g) required term of the glass delivery
- h) use of an insulation glazing unit in areas of altitude within 200 m above the sea level and over 900 m above the sea level must be mentioned in the order

The Purchaser is always recommended to make sure that his order has been delivered to the Seller and that it is legible.

1.5 TECHNICAL CONDITIONS

Minimum and maximum sizes of insulation glazing units

In general, the smallest size of insulation double glazing units is 200 x 200 mm. However, it is always necessary to consult and check the minimum sizes with the manufacturer. When a smaller size is made manually, it is necessary to consult it with the manufacturer.

The largest size is determined by thickness of the glass used and by the size of the thinnest pane.

Default maximum sizes of insulation glazings with a 14 mm spacer frame (rough figures)

Double glazings:	4 mm	1,600 x 1,600 mm
	5 mm	2,000 x 2,500 mm
	6 mm and more	2,500 x 3,500 mm
Triple glazings:		1,300 x 1,700 mm

However, it is always necessary to consult and check the maximum sizes with the manufacturer.

It is necessary to consult insulation glazing units extending the sizes of the production line with the Seller's Sales Department in terms of price, composition, manufacturing terms and transportation.

GENERAL TRADING TERMS AND CONDITIONS

Overview – approximate weight of insulation glazing units

<i>1 mm glass per 1 m²: 2.5 kg</i>	
insulation glazing 2 x 4 mm	20 kg/m ²
insulation glazing 2 x 5 mm	25 kg/m ²
insulation glazing 2 x 6 mm	30 kg/m ²

When ordering insulation glazings with dimensions approximate to the above-mentioned maximum manufacturable sizes, it is necessary to agree how the order will be realized with a competent worker of the Seller's sales department in advance (this applies to transport of large formats of insulation glazing units, i.e. glass over 2,000 mm in height too).

It is necessary to discuss the use of special glazing not specified in the pricelist with the Seller's Sales Department in advance.

When using large sizes of Stratobel glass (laminated safety glass), Restex (toughened safety glass) and patterned glass (cast, rolled and patterned glass), it is necessary to remember maximum dimensions of these materials that are given by technical possibilities of their production. The same applies to enamelled glass and silk-screen.

In glass with bars the bar may vibrate with the glass pane or with other parts of the bar. There may be a number of reasons for that (size of the insulation glazing, thickness of the aluminium spacer, complexity of the inner bar, climatic influences, placing the insulation glazing unit in immediate vicinity of a busy street, excessive moving the insulation glass unit (e.g. balcony door, etc.). A vibrating bar does not form grounds for a claim.

When ordering IGU with inner bars, the Seller recommends that these orders are thoroughly considered with respect to the mentioned influences causing vibrations of the bars, and that the final customer is always informed about the issue.

1.6 TERMS OF DELIVERY

Unless the Seller expressly specifies otherwise in writing, the goods are sold as "Delivered at place" named in the order confirmation (Incoterms 2010 "DAP"). When the Seller confirms the Purchaser a term of delivery of the goods in writing, in case of force majeure the Seller is unilaterally entitled to alter the term of delivery of the goods without creating any claim for compensation for the Purchaser.

At the time of delivery of the goods (information about the delivery time will be provided by the Seller), the Purchaser is obliged to ensure equipment needed for unloading the goods and perform the unloading immediately. The Purchaser provides assistance with unloading of the goods at the Purchaser's risk. If the Purchaser does not take over the goods at the appointed time, the Seller has the right to claim compensation for the damage connected therewith, and further has the right to withdraw from the contract or a part of the contract, or the Seller has the right to deposit the goods with a third party at the Purchaser's expense and appointed at the discretion of the Seller.

In case of EXW delivery, any assistance provided by the Purchaser or a Purchaser's subcontractor is entirely at the Purchaser's risk. If the Seller delivers to the Purchaser an amount of products that is up to 5% smaller than the amount ordered by the Purchaser, the Purchaser does not have the right to refuse acceptance of the delivered goods for that

GENERAL TRADING TERMS AND CONDITIONS

reason. In such a case the Seller is obliged to deliver the missing goods in as short term as possible after the Seller receives a written notice of the missing goods from the Purchaser.

The risk of loss to goods transfers to the Purchaser upon delivery. Starting from this moment, the Purchaser is also responsible for performing any duties and obligations under applicable regulations on environment protection, packaging, and packing materials. If returnable pallets and stillages are property of the Seller, they must be returned to the Seller. Using these pallets and stillages by the Purchaser is forbidden. The Purchaser shall be liable for any violation of this obligation.

Retention of title. The delivered goods remain the property of the Seller until the mounting or processing by the customer is finalized, and until the total unconditional payment of any customer debt payable to the Seller is settled (the due amount, interest and other applicable fees and charges). If the payment is not made by the due date, the Seller may either continue to collect the outstanding amount or they may withdraw from the contract and take back the products (which have not been installed yet or have not been handled yet) at the expense of the customer, wherever they are, until they are controlled by the customer.

Until the complete and unconditional payment is made

- customers acting as wholesalers will ensure that the goods are easy identifiable, that their exclusive ownership title is properly disclosed and that the said title is enforceable towards their customers; and
- the customer shall advise the Seller about any and all instances of product seizure by third parties and shall provide the Seller with all necessary information in order to protect the rights thereof.

1.7 APPROVAL AND ACCEPTANCE OF GOODS

Approval and/or acceptance of goods is supposed to be without reservations, unless any detected flaws are notified in writing to the Seller within 48 hours of delivery of the goods. Hidden defects must be notified to the Seller in writing immediately after they have been detected. If the Purchaser does not report defects of the goods to the Seller within the periods stipulated by this article, the Purchaser loses the right to claim compensation for defects of the goods.

1.8 PRICE AND TERMS OF PAYMENTS

Prices are without any fees and taxes. Unless the Seller agrees otherwise in writing, invoices are payable in cash without any deductions, or to the account specified by the Seller, whereby all fees, taxes, and bank or exchange costs are covered by the Purchaser. In case of "Ex Works" deliveries (Incoterms 2010 „EXW“) within the EU (or export organized by the Purchaser) for which the local VAT has not been paid at the request of the Purchaser, the Purchaser will provide evidence of delivering the products outside the EU member country where the goods were loaded (or outside the EU) to the Seller at the Seller's first request. If such evidence is not provided by the, Purchaser any sanctions applied in connection with VAT by any tax administrator will be charged to the Purchaser (including, but not limited to the local unpaid VAT, fines, and punitive interests).

GENERAL TRADING TERMS AND CONDITIONS

The Purchaser further agrees that in case of a payment delay, the Seller can suspend or cancel the sale by withdrawing from it, and/or any existing order (including confirmed orders), and that such suspension or cancellation does not give rise to the Purchaser's right to claim for damages or any other compensation. If the Purchaser defaults with any payment of any invoice issued by the Seller, including partial payments for any supply, all Purchaser's outstanding payments at the Seller will become immediately payable.

In case of any unsettled payment or any other event that may endanger any payment, the Seller is entitled to give detailed information about the Purchaser to the Seller's insurance company and settle (offset) any matured claims against the Purchaser. If the Seller has any monetary obligations to the Purchaser, the Seller has the right to set off the Seller's outstanding payments towards the Purchaser with any outstanding payments of the Purchaser corresponding to the Seller's obligations towards the Purchaser, regardless of the legal grounds of their origin.

1.9 PACKAGING OF GOODS

Insulation and architectural glass can be delivered to the Purchaser in returnable or non-returnable packages.

- a) **non-returnable packages** can be mostly wooden packages specified as non-returnable by the Seller. Non-returnable packages are usually included in the price of goods. If not, they are charged separately.
- b) **returnable packages** can be metallic shipping racks, locking rods, transport frames and special wooden packages specified by the Seller as returnable. All returnable packages are filed by the Seller by means of a registration number. The registration number is specified in the delivery note that is given to the customer together with the delivery.

1.9.1. Deadline for returning returnable packages and sanctions for not returning returnable packages

The deadline for returning returnable packages back to the Seller is generally set at 14 days, unless agreed otherwise between the Purchaser and the Seller. Counting the period for returning a returnable package starts on the day following the day of delivery of goods in a returnable package to the Purchaser. When the determined deadline for returning a returnable package by the Purchaser to the Seller, a contractual penalty is agreed in the amount of 100% of the purchase price of the returnable package including VAT, if the delay exceeds 90 days. After paying this contractual penalty in the amount of 100% of purchase price of the returnable package this returnable package becomes a property of the Purchaser and the Seller will remove it from the register. Besides the agreed penalties, the Purchaser will pay the Seller the hire cost for the hired packages in the amount of CZK 100 per each day after the deadline for returning the returnable package was exceeded. If a returnable package is damaged or destroyed, the Purchaser will bear the costs corresponding to actual costs of repair of the returnable package. If the package is destroyed, the Purchaser will pay the purchase price of a new returnable package of the same kind.

1.9.2 Handling returnable packages – duties of the Seller and the Purchaser

Basic relations between the Seller and the Purchaser making provisions for handling returnable packages are as follows:

Seller's obligations:

- a) mark returnable packages so that they cannot be confused with other ones and specify in the delivery note of the sold goods that it is a returnable package, including the kind and identification of the package, number of returnable packages, and if need be the purchase price of the package.
- b) take the Seller's own returnable registered and undamaged packages back from the Purchaser

GENERAL TRADING TERMS AND CONDITIONS

- c) check the returnable packages when taking them back. If they are damaged or destroyed, proceed as with deliveries of goods, i.e. file a regular claim with the Purchaser who is returning the damaged or destroyed returnable packages
- d) in case that damaged or destroyed packages have been returned, store the returned packages subject to claims separately until the claim has been settled. If the Purchaser who has received a claim does not reject the said claim or does not settle the claim within 7 days after the claim was filed, the claim is considered as recognized by the Purchaser.
- e) do not include the damaged or destroyed returnable packages in the number of returned returnable packages

Purchaser's obligations:

- a) return returnable packages at the Purchaser's own expense to the place specified by the Seller in the delivery note. Unless otherwise agreed in the purchase contract, the place to return returnable packages is the place of business of the company or the affiliated company
- b) when returnable packages are returned, give the Seller a properly completed return receipt of the returnable package
- c) return empty packages (except for cases when goods being claimed by the Purchaser are sent back on a returnable package) within the period determined by the Seller
- d) the Purchaser understands that damaged or destroyed packages will not be considered as returned until the claim is settled
- e) reimburse the Seller with the actual costs connected with repair of a damaged package or acquisition of a new one as a compensation for the destroyed returnable package
- f) pay the agreed contractual penalty in case of a delay in returning returnable packages
- g) pay the agreed hire cost for hiring the packages

Different conditions of returning packages may be agreed between the Seller and the Purchaser, especially their returning using the capacity of the company's vehicle on return run, etc.

1.10 SHIPPING, HANDOVER TERMS, TRANSPORT

Shipping glass or other products or goods is possible by means of personal pickup by the customer, or by vehicles owned by the Seller, or vehicles of the Seller's contracting haulers. When transporting insulation glazing units, the stillages and boxes with IGUs have to be placed vertically in the direction of the movement and anchored in a way preventing them from any shifting or rocking. The transportation, loading and unloading requires protective measures against any mechanical damage.

When the Purchaser picks up the product in person, the finished insulation glazing units are dispatched according to the delivery list. On the delivery list, the customer will confirm receipt of the goods, and if appropriate the customer will describe any flaws and discrepancies with the order. The customer will perform the loading by himself/herself or with the assistance of workers and the equipment in the shipping department. They are obliged to inform the customer about the correct way of stowing insulation glazings in compliance with the conditions of storage and handling. Workers in the shipping department will provide the customer with small items to secure the insulation glazing units (cork interlayers or means to fill in the space between the insulation glazings). The customer ensures secure stocking of the load on the vehicle. When loading the goods, it is necessary to follow some basic rules for handling insulation glazing units:

GENERAL TRADING TERMS AND CONDITIONS

- a) only dispatch goods where vulcanization of the outer putty has been performed; the product must not be released earlier than in 8 hours (winter period), otherwise in 6 hours of vulcanization in the production hall
- b) stock the goods in a vertical position (variation of max. 15 °) on a base that cannot damage the glass edge; exceptionally in a horizontal position on a soft base
- c) it is necessary to insert cork interlayers between individual insulation glazing units to prevent any contact between the surface of the panes
- d) by loading the glazing units, the customer undertakes responsibility for the goods to full extent, as well as liability for any potential damages suffered during transport.

1.11 STORAGE AND HANDLING OF GLASS

The Purchaser undertakes to follow the guidelines and instructions provided in the Seller's document "MANUFACTURER'S INSTRUCTIONS FOR HANDLING GLASS". The basic function of these instructions is among others to define the guidelines for safe handling of the glass and to minimize the risk of injuries, near misses, work accidents and other unexpected events. These instructions are available at <http://www.agc-processing.cz/ke-stazeni.html> or on demand in Seller's sales offices.

IGUs manufactured and provided by the Seller have to be stored at the Purchaser's in dry, roofed spaces (protected against any direct sunlight, rain and sudden temperature changes) unpacked. IGUs cannot be stored in spaces where the outer temperature drops below the melting point. IGUs have to be stored standing on their edge on stillage. Stillage base has to be covered with felt or rubber and needs to be inclined at 10 - 15° against the horizontal surface. Interlayers of cork, felt, cardboard, rubber and paper need to be placed between IGUs.

Stratobel / Stratophone laminated safety glass manufactured and delivered by the Seller should not be stored for a longer period of time in places with potential long exposure of the glass to rubber. Also this glass should not be applied in places with long-term exposure to moist, as it might lead to delamination and degradation of the foil itself.

1.12 ASSEMBLY CONDITIONS AND GLAZING CONDITIONS

To assemble insulation glazing units, the following basic instructions listed below must be followed:

- a) when assembling an insulation glazing unit into a rebate in a metal construction, the required dilatation joints and tolerance must be maintained.
- b) additional alterations of the size of an insulation glazing unit are not possible.
- c) the insulation glazing unit must not be in contact with the aperture construction.
- d) the aperture construction must be dimensioned to bear the load of the insulation glazing unit without getting deformed, which would cause mechanical stress of the glass.
- e) the glazing rebate must be free of any protrusions or other obstacles that might come into contact with the insulation glazing unit. To ensure necessary adhesive and sealing properties of the packing, the rebate must be dry, free of dust and greasiness before application.

GENERAL TRADING TERMS AND CONDITIONS

- f) the glazing rebate must be deep and wide enough to cover the metallic spacer frame of the insulation glazing unit with the inner putty layer applied on both sides.
- g) the glazing rebate must be drained and vented, so that air circulation is ensured in the sash rebate on the perimeter of the insulation glazing unit, which prevents remaining potential condensate.
- h) putting the perimeter of the insulation glazing unit on both sides along the construction rebate; glass stops must be permanently flexible, tight and resistant to prevent penetration of moisture and changes in temperature.
- i) the minimum permissible distance between insulation glazing units and heating bodies is 30 cm against the glass surface.
- j) when assembling insulation glazing units (and pasting pads), it is always necessary to use a suitable putty that is compatible with the putties used in production of insulation glazing units by the Purchaser. Never use acid or even neutral putties on OXIMES basis. The butyl can get damaged even if the putty or the colouring or paint of the frame are not in direct contact with the putties around the insulation glazing unit.
- k) it is necessary that the persons who assemble the insulation glazing unit always ask the manufacturer of the silicone putty they would like to use if it is suitable for that job.
- l) insulation glass should be assembled in unheated buildings. The rare argon or krypton gas may compress in such environment and thus cause cracks in IGUs.

The Purchaser undertakes to adhere to the guides and instructions provided in in the Seller's document "MANUFACTURER'S INSTRUCTIONS FOR HANDLING GLASS". These glazing instructions have been worked out based on multiyear experience and specify optimum conditions for use of glazings, so that long-term functional features of insulation glazing units are maintained after installation, and any disturbing influences that might damage and reduce the life of insulation glazing units are eliminated. These instructions are available at <http://www.agc-processing.cz/ke-stazeni.html> or on demand in Seller's sales offices.

1.13 INSTRUCTIONS FOR CLEANING

The Purchaser undertakes to follow the guidelines and instructions provided in in the Seller's document "CLEANING AND MAINTENANCE MANUAL". These instructions have been based on multiyear experience and specify optimum conditions for cleaning and maintenance of glazings, so that long-term functional features of insulation glazing units are maintained. These instructions are available at <https://www.agc-yourglass.com/gb/en/brands/thermobel> on demand in Seller's sales offices.

GENERAL TRADING TERMS AND CONDITIONS

PART II.

2.1 GENERAL WARRANTY CONDITIONS

Warranty conditions other than those stipulated in these General trade terms and conditions, or warranty conditions specified alternatively by the Seller in a written contract, unless agreed otherwise in writing, shall not apply. The Seller reserves the right to change parameters and presentation of the Seller's products, and also reserves the right to discontinue manufacturing of any product of the Seller at any time. Product samples have solely informative character and do not establish any obligations for the Seller, unless stipulated otherwise by the Seller in writing.

Optical, dimensional or other physical properties and colours of products are subject to production specifications and standards; more detailed information about them will be provided upon request. Colours of products may vary within reasonable limits from individual production ranges. Colour of the product must be checked by the Purchaser before the assembly. The Seller shall not be liable for installation, handling, or alterations of products by the Purchaser or by a third party, except for hidden defects, which could not be detected to the best of professional care before the above-mentioned handling of the product. The Purchaser is responsible for correct assembly, use, storage, transportation, handling, cutting or alterations of products defined or specified in the Seller's technical literature, and according to generally accepted industrial standards. The Purchaser is obliged to ask for the latest technical literature (documentation) for the supplied product, as well as for the Seller's opinion in case that the Purchaser handles the goods in a way that does not correspond to the Seller's recommendations. As the usable life of a product depends to a great extent on the conditions of its use or maintenance of the supporting structure that the product is placed on, the Seller does not guarantee the usable life that may be specified in the technical literature, unless stipulated otherwise by the Seller in writing. The Purchaser is responsible for informing the third party as a user or seller about the conditions of use and installation of the product, and for acquainting the third party with the respective technical documentation.

The Seller does not bear any responsibility for hidden or apparent defects originated due to any disregard of instructions stipulated in the latest technical literature and accepted technical standards. It is understood that the Purchaser is acquainted with such technical standards, recommendations and instructions, and that the Purchaser will forward this information to a third party.

The Seller advises the Purchaser about the risk of glass cracking due to a thermal shock. Intrinsic cracking of glass due to a thermal shock may occur on any glass pane of the IGU once such pane is exposed to a temperature difference exceeding 30°C. The risk of intrinsic cracking of the glass due to a thermal shock is higher in case of units mounted on the eastern, southern and western part of the facade. Glass cracks due to thermal shocks cannot be subject to any claims and complains. To prevent thermal shock it is recommended that the thermally tempered glass, alternatively heated thermally tempered glass with HST or a thermally toughened glass.

The Seller also informs the Purchaser about the risk of self-explosion of thermally tempered safety soda–lime–silica glass due to the NiS inclusion present in the glass that can be minimized by the so called Heat Soak Test (hereinafter referred to as "HST"). HST is not provided by the Seller as a default service and is not included in the price. If the Purchaser requests HST, they need to do so in writing together with the order of the thermally tempered glass. The self-explosion caused by the NiS inclusion in the glass is an inherent property of the thermally tempered glass and is not considered a flaw of the glass, therefore no claims and complains in this regard shall be recognized. By ordering

GENERAL TRADING TERMS AND CONDITIONS

a thermally tempered safety glass, the Purchaser accepts this inevitable tendency to the above-mentioned self-explosion and shall consider it as an inherent property of the glass. Thus the Seller is not liable for any damage caused by the self-exploding thermally tempered safety glass.

The Seller is not liable to the Purchaser for any other direct or indirect subsequent loss or damages (loss of profit, etc.) incurred by supplying the product, using the product or reselling the product. At the Purchaser's request, the Seller will provide the Purchaser with product-specific consulting. To the extent acceptable under respective legal regulations, the Seller is not responsible for any loss or damages incurred in a possible connection with the provided advice; this does not apply to cases when the damage is incurred in consequence of intentional action or gross negligence on the Seller's side.

2.1.1 GENERAL WARRANTY CONDITIONS FOR INSULATION GLAZING UNITS MANUFACTURED BY THE SELLER

The Seller guarantees that no visible change occurs in insulation glazing units for a period of **10 years** due to condensation or dust settling on the glass pane surface inside the insulation glazing unit resulting from a flaw in the hermetic sealing, providing that the insulation glass units are used in regular climatic/construction conditions.

This guarantee is valid provided that:

- insulation glazing units have been specified in detail (e.g. glass thickness), have been stored, handled and installed in accordance with the regulations or guidelines of good practices applicable to the use in the specific market (national guidelines), as well as with the instructions stipulated in the Seller's documentation
- insulation glazing units have not been damaged due to improper handling, placing, installation, or damaged due to improper maintenance and cleaning that is contrary to our recommendations, or have not been altered by breaking, cutting or grinding edges or corners, or painted or covered with an anti-solar foil.
- there is no water remaining in the frame rebate (due to condensation or soaking)
- insulation glazing units will not be exposed to an abnormal stress due to the use of a heating unit, abnormal pressure resulting from moving the object during building operations, or incorrect behaviour of the frame for any reason.

In any case, this guarantee expires after 10 years of the shipping date from the Seller. No claims filed after the expiration date of the warranty will be considered. In case of installation or completing by a mechanical way or using another technique, such as in "structural glazing", tests of compatibility of the structural (constructional) putty and the coating adhesion to the putty must be definitely performed.

This guarantee does not apply to crack or breakage of glass. Spare glazing on which a defect occurs only after the expiration date of the warranty for the original glazing is excluded from the warranty, so the warranty of a spare glazing cannot be extended for a longer period than the period guaranteed for the original glazing.

Any extended warranty provided by a third party (either verbally or in writing) to the Purchaser does not affect the warranty provided to the Purchaser by the Seller.

GENERAL TRADING TERMS AND CONDITIONS

2.2 CLAIM CONDITIONS

Claims are settled under the Civil Code or based on other predefined rules.

THE SELLER STATES THAT:

When assessing defects, the Seller takes into account the existing standards for flaws that are available for suppliers of materials for glass manufacture, and also the specific regulation of the Seller called "**Product quality specification – defects of glass and insulation glazing units**" see chapter 2.3.

2.2.1 Terms to file claims by customer

Apparent defects at the receipt of the supply: e.g. breakage, package damage must be claimed immediately, by the end of the working day at the latest.

Defects that may be detected only after unpacking, e.g. core defects of glass, dirt inside IGUs must be claimed within **15 days of receipt of the supply.**

Hidden defects that may occur only after assembling, e.g. convexity, concavity, corrosion of the coating can be claimed within **6 months of receipt of the supply** at the latest.

Defects of sweating inside insulation double glazing – within 10 years of shipping from the manufacturer.

2.2.2 Filing claims

Purchaser's claims must be filed in writing and on time at the Seller's sales office; the Purchaser must confirm each phone call in writing. Filing claims in writing includes notification by fax or e-mail too.

2.2.3 Documenting claims

To make settlement of claims faster, the Purchaser is required to document the claim by:

- a) description of the defect claimed,
- b) extent of the claim – the product type, dimensions, number of pieces,
- c) information for identification of the order – number of the purchase contract, invoice number, delivery note number,
- d) solution suggested by the Purchaser, e.g. discount, compensatory delivery, credit note, etc.
- e) address where the claimed glass can be assessed

Suitable evidence to prove claims in case detecting a breakage at the receipt of a delivery can be:

- a) in domestic deliveries – claim record, which is an annex to delivery notes. In it, the customer and the driver acknowledge the condition of the delivered goods,
- b) in export deliveries – a comment in CMR or its appendix, or a photograph or information by telephone after the receipt, etc. Without this evidence it is not possible to accept any claims.

GENERAL TRADING TERMS AND CONDITIONS

2.2.4 Claiming transportation breakage

Claiming breakages incurred during transportation are settled based on the hand-over protocol or the delivery note, see the respective forms of the Seller, or individual plants. The person who settles claims forwards the documents required for claiming compensation by the insurance company to the contracting hauler or the driver if the damage was incurred by the fault of the driver.

2.2.5 Claiming spontaneous breakage (self-explosion)

Claiming spontaneous breakage (self-explosion) caused by possible presence of critical nickel sulfide (NiS) is only possible in case that it is heat soaked soda lime silicate glass according to ČSN EN 14179-1.

2.2.6 Claims regarding IGUs with integrated blinds

Complaints regarding flaws of **the IGU itself** will be reviewed by the Seller according to existing defect standards applied by the suppliers of the production materials for the glass and for insulating glass, as well as in compliance with the special instruction of the Seller “Quality specs for products – defects of glass and insulating glass”, see chapter 2.3.

Complaints regarding **defects of integrated blinds and their control mechanisms** will be reviewed according to the General Terms and Conditions issued by the supplier of integrated blinds and their control unit.

2.2.7 Solving claims and the way of settling claims

If a claim is filed on time and with all required particulars, a flawless product must be manufactured in the shortest possible time. In case of claiming defects of insulation glazing units that have been manufactured in cooperation or from special glass supplied by other subjects, such GH glass, tempered glass, special Stratobel, Tetra bars, Colour glass, etc., the insulation glazing unit will be manufactured in the shortest possible time after supplying the special glass to the Seller.

The Seller informs the Purchaser about the course of the claiming procedure. The Seller must decide about eligibility of the claim within 30 days of receiving the claim. When solving claims, the claimants suggested way of settlement should always be considered. If the claim is rejected the Seller will issue an invoice for a new product. If the claim is rejected, the claimant must be notified thereof without an unnecessary delay together with giving reasons for claim rejection.

Ways of settling claims

- a) financial compensation of the value of goods or service (a credit note)
- b) replacement of the claimed goods (free compensatory supply)
- c) repair of the product in some cases
- d) providing discount
- e) rejection

GENERAL TRADING TERMS AND CONDITIONS

2.2.7 Handling the subject of the claim at the Purchaser's

When claiming other and hidden defects, the Purchaser must hand over properly identified glass to the hauler at the point of delivery, or directly to the Seller at the Seller's place of business within 10 days of filing the claim at the latest, unless agreed otherwise, together with properly completed claim protocol. Without properly marked glass, completed form, or the option to pick up the claimed goods at the point of delivery, the claim will be rejected.

2.2.8 Marking claimed glass by the Purchaser

The Purchaser must mark the glass being claimed properly – by attaching the claim protocol (written in a free form) with the number of the original order at the Seller on the claimed insulation glazing unit, and marking (preferably with a felt-tip pen) the defect on the insulation glazing unit being claimed.

2.2.9 Handling the subject of the claim at the Seller

Once the claims and complaints procedure finishes, all glass products being claimed will be retained for 5 working days. If the Purchaser does not pick up the glass products within 5 working days, all claimed glass products will be disposed of.

2.3 QUALITY SPECIFICATION OF PRODUCTS –DEFECTS OF GLASS AND INSULATION GLAZING UNITS

The Seller recommends the Purchaser to read special regulations of the Seller called "Quality specification of products – defects of glass and insulation glazing units" issued by the Seller. These special rules define and summarize types and tolerances of defects /acceptable defects and defects that cannot be accepted for claims/, permissible tolerances of dimensions and thickness of glass products used in manufacture of insulation glazing units, thermally toughened soda lime silicate glass, and laminated safety glass determined by applicable technical standards.

When assessing defects and reviewing claims, the Seller will apply existing standards for defects used by suppliers of materials for glass manufacturing, and at the same time, the special regulation of the Seller called "**Quality specification of products – defects of glass and insulation glazing units**".

This document is available at:

<http://www.agc-processing.cz/> or on demand in Seller's sales offices.

2.4 TERMINATION OR SUSPENSION OF CONTRACT EXECUTION

Without other Seller's right being affected, the Seller can at their own discretion (i) request an advance payment for any current or future supplies, or (ii) request an adequate pledge to cover Purchaser's liabilities, and/or (iii) suspend supplies, or (iv) withdraw from contracts or parts of contracts, without prior notification:

- a) if the Purchaser is in default with the payment of the purchase price;
- b) if the Purchaser does not fulfil his or her significant contractual liabilities;
- c) in case that insolvency proceedings have been initiated, bankruptcy, liquidation has been started, the registered office has been relocated, activities have been taken over, the company or parts of it have been transferred, payments have been terminated, creditworthiness and solvency of the customer has worsened, and in other similar cases;

GENERAL TRADING TERMS AND CONDITIONS

- d) in case of confiscation or sealing the Purchaser's property, and in other similar cases; or if the outstanding amount (prior or after maturity) exceeds the Purchaser's loan framework that the Purchaser informed the Seller about.

2.5 LIABILITY WAIVERS

If the contractual liabilities are infringed due to circumstances waiving liability, the party that has infringed its liability in this way is not obliged to compensate the damage the other party incurred.

Circumstances waiving liability are understood as an obstacle that occurs independently on the will of the liable party and prevent the liable party from fulfilling their liability, if it cannot be reasonably assumed that the liable party can surmount or avert this obstacle or its consequences, and further, that the liable party could anticipate this obstacle at the moment of the liability inception.

2.6 CONFIDENTIALITY CLAUSE

The Purchaser undertakes not to disclose the existence, contents, and terms and conditions of purchase contracts concluded with the Seller to any third parties (except for the Purchaser's sales representatives and/or agents), and further, the Purchaser undertakes to use the obtained information and data solely for the purpose of concluding the contract, unless the Purchaser receives a prior express consent in writing from the Seller to use such information or data for other specified purposes.

The aforesaid obligation applies to all scientific and technical information concerning products being sold according to these General Trade Terms and Conditions, as well as to business and financial information, regardless of the form it is provided in. This obligation only excludes information that was publicly known at the moment the Purchaser obtained it.

The Purchaser is liable to the Seller for any breach of this obligation of confidentiality as well as of other stipulations of these General Trade Terms and Conditions, whether on the Seller's part or on the part of the Seller's sales representatives or agents.

2.7 GOVERNING LAW

The agreement is governed by the legal order of the country where the Seller has their registered office. The treaty of the United Nations from 1980 about agreements on international sale of goods does not apply to these General Trade Terms and Conditions. In case of a dispute, except for urgent cases, the Seller and the Purchaser undertake to make all effort to find an amicable settlement before they appeal to a court. The court of competent jurisdiction is the court of the legal district where the Seller's registered office is located. If the Purchaser has the registered office in another country than the country of Seller's registered office, the Seller has the right to bring the dispute before the court of the Seller's domicile.

GENERAL TRADING TERMS AND CONDITIONS

2.8 OTHER PROVISIONS

If any of the provisions herein is declared void or not applicable, it will be used with any modifications necessary to make the provision legal, valid and enforceable and to enable the commercial intention of the contracting parties to the extent permitted by applicable legal regulations. This remains without prejudice to the applicability, validity and enforceability of the remaining provisions hereof.

Unless stipulated otherwise by the Seller, the Seller can assign any contract or order to any company that is a part of AGC Glass Europe Group, or the Seller can entrust any subcontractor with manufacture or delivery of the product.

By their signatures the Purchaser and the Seller accept the wording of these General Trade Terms and Conditions of AGC Processing Teplice a.s., p, Za drahou 462, 416 74 Teplice, Czech Rep., member of AGC Glass Europe Group. Unless stipulated otherwise, other relations between the Purchaser and the Seller shall be subject to the provisions of the Commercial Code or the Civil Code.

Purchaser's signature in proof of consent:

Seller's signature in proof of consent:

Date:.....

Date:.....