

## **SALES TERMS AND CONDITIONS FOR SUPPLY OF GOODS – LEADER GLASS LLC**

THESE SALES TERMS AND CONDITIONS SERVE AS A CONFIRMATION OF CONTRACT AND ARE APPLICABLE TO ALL GOODS PROVIDED BY THE SELLER TO THE BUYER.

### **Introduction**

1. The parties agree to be bound by these General Sales Terms and Conditions for Supply of Goods, which supplement any separate written agreement between them, unless such agreement expressly supersedes these terms. "Seller" refers to Leader Glass LLC, an Ohio Limited Liability Company, and "Buyer" refers to the entity or individual responsible for payment of the attached invoice. Both parties are bound by these Terms and Conditions in relation to the specific transaction detailed in the invoice. Any deviations from these terms must be agreed upon in writing and signed by authorized representatives of both parties.

### **Shipping materials**

2. Unless otherwise stated, the prices quoted in offers and agreements include the standard packaging provided by the Seller.

### **Quantity and Weight**

3. Any reservation related to deviations from the agreed weight or quantity will not be considered valid unless agreed upon by both parties in a written and signed document.

### **Product Specifications**

4. The information and pricing listed in product information and price lists are only considered binding if they are explicitly referenced and included in the order.

### **Shipment**

5. If the parties have agreed upon a trade term, it will be construed in compliance with the INCOTERMS 2010, or any later edition of the INCOTERMS in effect when the contract was established. In the absence of a specific trade term agreement, delivery will be considered Ex-works.

### **Delivery Time. Postponement**

6. In the event that the delay in delivery is caused by circumstances that fall under clause 18 as a case of relief or by any act or omission on the part of the Buyer, the time for delivery shall be extended, even if the reason for the delay occurs after the original agreed time for delivery.
7. In case the Seller fails to deliver the goods on time, the Buyer can fix a final reasonable time for delivery and notify the Seller of their intention to terminate the order in writing unless delivery takes place within that final time. If the delivery has not taken place by the final time, the Buyer can terminate the order by giving written notice to the Seller. If the delay is such that it significantly deprives the Buyer of the benefit of the order or if it is clear that such delay will occur, the Buyer can immediately terminate the order by giving written notice to the Seller.
8. If the Buyer terminates the order as per clause 7, they shall have the right to receive compensation from the Seller for any actual increased cost incurred by them in procuring like-type corresponding goods from another source. Any other claim made by the Buyer in relation to the Seller's failure to deliver on time is expressly excluded. If the Buyer does not terminate the order, they shall not be entitled to any compensation unless otherwise agreed upon specifically.

### **Payment**

9. Unless otherwise specified, payment is due 30 days after delivery. If the Buyer fails to take delivery on the agreed date, payment shall still be due as if delivery was made according to the order.
10. In the event that the Buyer fails to pay by the due date, the Seller has the right to charge interest from the date payment was due at a rate of ten percent (10%) per annum or the highest rate of interest permitted by law in the state of Ohio, whichever is greater.
11. If the Buyer has not paid the amount due within three (3) months of the payment due date, the Seller has the right to terminate the order by giving written notice to the Buyer. In addition to interest, the Seller can claim compensation for the loss suffered, not exceeding the agreed contract price.

### **Ownership Clause**

12. The Seller will retain ownership of the goods until the full payment is made, to the extent allowed by the applicable law. Upon delivery, the title and risks of the goods will transfer to the Buyer, and the Seller may file a UCC-1 or other lien on the goods until the full payment is made. The Seller retains all intellectual property rights associated with the goods, including but not limited to patents, trademarks, copyrights, and trade secrets.

### **Product Guarantee and Liability**

13. The Seller shall replace any defective goods resulting from faulty materials, design, or workmanship for a period of 12 months after delivery.
14. The Buyer is required to notify the Seller in writing of any defects in the goods without delay. Failure to do so will result in forfeiture of the right to replacement goods under clause 13.
15. If the Seller fails to deliver replacement goods within a reasonable time after receiving notice of the defect under clause 14, the Buyer may terminate the order in writing within 14 days.

If the Buyer terminates the order due to a valid defect in the goods, they shall be entitled to compensation from the Seller for any additional cost incurred in acquiring like-kind, corresponding goods from another source.

16. The Seller shall not be liable for defects or the failure to provide replacement goods except as provided in clauses 13 and 15. This includes any losses resulting from defects such as production costs, loss of profits, and other consequential damages. This limitation on liability shall not apply if the Seller has been grossly negligent.

#### **Responsibility for Property Damage Resulting from the Goods**

17. The Buyer agrees to indemnify and hold the Seller harmless from any liability incurred by the Seller to any third party resulting from the Buyer's use of the goods, whether arising from the Buyer's negligence, intentional conduct, or contributory negligence.

The Seller shall not be liable for any direct, indirect, incidental, special, or consequential loss or damage caused by the goods, resulting from the Buyer's misuse, negligence, or intentional misconduct. This includes loss or damage to any movable or immovable property while the goods are in the Buyer's possession, as well as any products manufactured by the Buyer or products from which the Buyer's products form a part.

The limitations on the Seller's liability do not apply if the Seller has been grossly negligent. If a claim for loss or damage related to the goods is raised by a third party against either party to the order, the notified party shall immediately notify the other party.

Exclusions and Disclaimers of Warranties. THIS AGREEMENT PROVIDES EXCLUSIVE WARRANTIES AND REMEDIES FOR THE BUYER, ITS SUCCESSORS AND ASSIGNS, AND REPLACES ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES OF THE SELLER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SELLER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY GOODS, SERVICES, AND INTELLECTUAL PROPERTY, BOTH DURING AND AFTER ANY APPLICABLE WARRANTY PERIOD. THE SELLER IS NOT RESPONSIBLE FOR ANY DEFECTS CAUSED BY THE MISUSE OF THE GOODS. THE SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR USE OF THE GOODS, OR COST OF SUBSTITUTED GOODS, PARTS OR SERVICES, EXCEPT AS PROVIDED IN THIS AGREEMENT. THIS LIMITATION APPLIES TO ANY CLAIMS ARISING OUT OF PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT OR OUT OF NEGLIGENCE. ANY ACTION FOR AN ALLEGED BREACH OF THIS AGREEMENT OR WARRANTY WITH RESPECT TO GOODS SOLD BY THE SELLER TO THE BUYER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

Sections 13-17 of these Terms & Conditions will continue to apply even after the delivery and payment of the goods.

#### **Events of force majeure**

18. If a party is unable to perform its obligations under this contract due to events outside of its control, such as natural disasters, war, labor disputes, government actions, or power failures, the party shall not be liable for any failure or delay. The non-performing party must make reasonable efforts to minimize the delay. If the force majeure event continues for more than 120 days, either party may terminate the contract, with a full refund of any deposit provided within 10 days after giving notice of termination.

These circumstances will only be considered as grounds for relief if their impact on the contract's performance could not have been anticipated at the time of the contract's formation.

#### **Resolution of Disputes and Governing Law**

19. The laws of Ohio, including its Uniform Commercial Code but excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), shall govern and interpret this contract.
20. Disputes that arise from or relate to this contract will not be presented in a court of law, but will be ultimately resolved by arbitration in Toledo, Ohio. The arbitration shall be conducted in English and adhere to the American Arbitration Association Rules, and one arbitrator will be appointed if the dispute involves an amount of \$300,000 or less, while a panel of three arbitrators will be selected if the dispute exceeds \$300,000. Notwithstanding the foregoing, the Seller has the right to seek injunctive relief in any court with jurisdiction to prevent the improper use of the goods or intellectual property of the Seller.
21. If any provision of these Terms & Conditions is invalid, the remaining provisions will still be enforced to the fullest extent permitted by law.

Initials of Authorized Person (Buyer) \_\_\_\_\_