



GENERAL TERMS AND CONDITIONS OF SALES FOR

VIRGINIA GLASS PRODUCTS, LLC AND VIRGINIA MIRROR COMPANY, LLC

1. **Quotation.** The Seller's Quotation constitutes the Seller's offer to the Buyer and becomes binding upon the terms and conditions set forth herein when accepted by the Buyer. Any acceptance of the offer contained in the Quotation is expressly limited to the terms and conditions incorporated in the Quotation. No revisions to the terms and conditions contained in the Quotation shall be valid unless contained in Seller's Order Acknowledgement or in writing and signed by an authorized officer of the Seller. No additional or different terms stated in any acceptance by the Buyer shall be binding upon Seller if such terms and conditions conflict with, are inconsistent with, or are in addition to the terms and conditions contained in the Quotation or Order Acknowledgement. Any such additional or different terms are specifically objected to by Seller. In the event the Buyer's acceptance contains any additional or different terms, Seller reserves the right to reject the acceptance in its entirety and void any contract that may have been formed from such non-complying acceptance. The rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

2. **Acknowledgment.** (a) The Seller's Acknowledgement, styled Order Acknowledgement, is merely an acknowledgement to the Buyer that the Buyer has accepted the offer contained in the Seller's Quotation and that the Seller shall commence production of the product. If the terms and conditions of the Quotation and the

Acknowledgement differ in any way from the terms and conditions of the Buyer's acceptance, then the terms and conditions of the Quotation and the Acknowledgement, including the Acknowledgement's Disclaimer, shall constitute the entire agreement between the parties. Any different or additional terms contained in any purchase order submitted by the Buyer are hereby rejected. All proposals, negotiations and representations, if any, regarding this transaction and made prior to the date of this acknowledgment are merged herein. (b) In the event that the Acknowledgement is deemed to constitute an acceptance of an offer by Buyer to Seller, then the acceptance expressly shall be conditioned upon the Buyer's assent to the terms and conditions contained in the Acknowledgement, whether such terms and conditions are consistent with, in addition to, or different from the terms and conditions contained in the Buyer's offer. In accordance with the usage of the trade, the Buyer's assent to the terms and conditions set forth in the Acknowledgement shall be conclusively presumed from the Buyer's failure to object in writing within three (3) days from the date of receipt of the Acknowledgment or from the Buyer's acceptance of all or any part of the product ordered, whichever first occurs. The terms and conditions contained in the Acknowledgement shall constitute the entire agreement between the parties. All proposals, negotiations and representations, if any, regarding this transaction and made prior to the date of this acknowledgment are merged herein.

3. **Place of Contracting; Place of Performance.** Seller and the Buyer expressly agree that this Contract has been formed at Seller's facility in Martinsville or Henry County, Virginia and that this contract is to be performed in Martinsville or Henry County, Virginia.

4. **Transportation Charges and Damaged Shipments.** (a) Seller's terms of sale are F.O.B. its factories in Martinsville or Henry County, Virginia. The product becomes the Buyer's or consignee's property and responsibility when signed for by the common carrier. The risk of loss for the product passes from Seller to the Buyer when the product is delivered to the common carrier. Seller cannot honor claims or back charges for concealed damage, and Seller urges the Buyer to inspect shipments for damage before signing a clear

receipt. Seller assumes no responsibility for breakage, rubs, scratches or any other defects in the product that arise after the product is delivered to the common carrier. Seller is not responsible for any loss, damage, including incidental and consequential damage, or delay occurring while the product is in the possession of the common carrier. On shipments via common carriers, claims for breakage, rubs, scratches or any other defects shall be filed directly with the common carrier. (b) Seller may elect to deliver product in its own vehicle. When the Seller elects to make delivery in Seller's vehicle, the Buyer shall inspect the product immediately upon delivery and shall note any and all breakage, rubs, scratches or any other defects on the delivery receipt. The Seller shall not be responsible for such breakage, rubs, scratches or defects unless they are noted on the delivery receipt. Claims for such breakage, rubs, scratches or defects must be filed with Seller in accordance with section on PRESENTATION OF CLAIMS.

5. **Inspection.** The Buyer may inspect or provide for inspections at the place of manufacture in Martinsville, or Henry County, Virginia. Such inspections shall be conducted so as to not interfere unreasonably with the Seller's operations, and consequent approval or rejection shall be made before shipment of the product. Notwithstanding the foregoing, the Buyer shall inspect the product immediately upon receipt of same, and if the same shall appear not to conform to the contract between the Buyer and Seller, the Buyer shall accept all conforming product and shall immediately notify the Seller of any non-confirming product and afford the Seller a reasonable opportunity to inspect the same. No product shall be returned without the Seller's prior consent. In the event of non-conforming product, Seller reserves the right to cure any such non-conforming product within a reasonable time, even if that reasonable time requires an extension beyond any time for performance agreed to by Seller and the Buyer.
6. **Presentation of Claims.** Every claim on account of defective or non-conforming product or from any other cause shall be deemed waived by the Buyer unless made in writing to Seller within ten (10) days of the receipt of the product to which such claim relates. Any action or cause of action arising from such claim, whether sounding in contract or tort, shall be commenced within one (1) year after tender of product by Seller, receipt of product by the Buyer, or accrual of the cause of action, whichever occurs first. Such action or cause of action shall be waived if not commenced by the Buyer within the one (1) year period provided.
7. **Permissible Variation, Standards and Tolerances.** Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all product shall be produced in accordance with Seller's standard practices or current printed brochures. All products, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning: dimension, weight, straightness, flatness, section, composition and mechanical properties, normal variation in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.
8. **Disclaimer of All Warranties.** SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN A WRITING AUTHORIZED BY SELLER. The Buyer accepts the product "as is" and "with all faults." SELLER EXPRESSLY DOES NOT WARRANT AGAINST GLASS OR MIRROR BREAKAGE. Seller and/or Seller's assigns, agents, and employees shall not be liable, to any extent whatever, for the selection, quality, condition, merchantability, suitability, fitness, operation, or performance of the product. Without limiting the generality of the foregoing, Seller shall not be liable to the Buyer or any third party for any liability, claim, damage, loss, or expenses of any kind or nature (including but not limited to strict liability in tort) directly or indirectly arising from the Buyer's possession, operation, control, or use of the product or directly or indirectly caused by any inadequacy, deficiency or defect in the product.

9. Non-Transferability of Warranties. If Seller provides any warranty, whether in a writing authorized by Seller pursuant to paragraph 8 above or implied by law, then such warranties, whether express or implied, extend exclusively to the Buyer and shall not be transferable by the Buyer to any third party. It shall not be presumed from the inclusion of this provision that Seller has provided any warranty on the product to which this document refers.

10. Buyer's Exclusive Remedy. In all cases, Seller's liability shall be limited to replacement of the defective or faulty product F.O.B. Seller's facility in Martinsville or Henry County, Virginia, or, at Seller's option, the refund of the original purchase price of the product. In instances where Seller has processed glass supplied by Buyer, Seller's liability shall be limited to the same processing of additional glass to be supplied by Buyer at no cost to Seller, F.O.B. Seller's plant in Martinsville, or Henry County, Virginia. Under no circumstances shall Seller be liable for the cost of any labor expended by others on any such product, the cost of removal or installation of the product, the cost of replacement of the product, or for any incidental, consequential, or other damages in connection with the use of the product. **THIS LIMITED REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY.**

11. Credit Approval. Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such department.

12. Terms of Payment. Subject to the provisions of CREDIT APPROVAL in paragraph 10 above, terms of payment are as stated on Seller's invoice, and shall be effective from date of invoice. A cash discount shall not be allowed on any taxes or transportation charges included in delivered prices.

13. Security Interest. The Buyer hereby grants Seller a security interest, including a purchase money security interest, in the product, and all proceeds of such product, under the Uniform Commercial Code. This security interest secures payment and performance of the Buyer's obligations under this contract for the sale of goods, including any additional debt arising because of the Buyer's failure to perform his or her obligations under this contract, and includes any contractual extensions, renewals or modifications. By entering into this contract, the Buyer waives any and all exemption rights to the personal property herein described.

14. Default. The Buyer shall have defaulted if it (a) fails to make any required payment by its due date; (b) fails to comply with any other obligation imposed by this Agreement; (c) makes a material misstatement in any document supplied or representation made herein or in connection herewith; (d) generally is not paying its debts when they become due or becomes insolvent; (e) comes under the protection of any law relating to bankruptcy, insolvency or otherwise affecting creditor's rights, whether voluntarily or involuntarily; (f) proposes any dissolution, liquidation, reorganization, re-capitalization or other winding up of corporate affairs; (g) proposes any assignment for the benefit of creditors; (h) comes under the control of a receiver, trustee, custodian, or similar entity; or (i) fails to comply with any other obligation imposed by law.

15. Seller's Rights Upon Default by the Buyer. Upon default by the Buyer, Seller may, at its own discretion, (a) cancel this Agreement; (b) immediately demand payment for product that has already been delivered to common carrier or the Buyer; (c) immediately demand payment of any and all other amounts due on this contract; (d) recover possession of previously delivered product in accordance with its security interest; and/or (e) sell, resell, or otherwise dispose of the product. These remedies are cumulative and not mutually exclusive. Enumeration of these remedies does not, in any way, limit any other remedies that may be available to Seller at law or in equity.

16. Attorneys' Fees and Costs. If the Buyer defaults, then Seller shall be entitled to recover from the Buyer any fees, including collection fees and attorneys' fees, and costs associated with any efforts required by Seller to collect the amounts due under this Agreement. If the Buyer defaults, the Buyer shall reimburse Seller for any and all

commercially reasonable incidental charges, expenses or commissions incurred in repossessing, transporting, caring for and reselling the product.

17. Choice of Law and Forum. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from or relating in any way to the offer, acceptance or acknowledgment giving rise to this transaction or contract, shall be brought in the state court of appropriate jurisdiction in either Martinsville, Virginia or Henry County, Virginia or in the federal court located in Danville, Virginia.

18. Failure to Enforce Not a Waiver; Non-Waiver By Seller. A failure by Seller to pursue or enforce any remedy or right available under the terms and conditions of the agreement, any statute, or common law shall not be interpreted as a waiver of Seller's right to pursue or enforce such an available remedy or right at a later date. Waiver by Seller of a breach by the Buyer of any of the terms and conditions of this agreement shall not be construed as a waiver of any other past, present or future breach.

19. Taxes. Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the product covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof, in addition to the purchase price, delivery costs and other expenses, to the Seller upon demand and such amounts shall not be subject to any cash or other discounts.

20. Delay. Seller shall not be liable for any costs incurred by Buyer, or for any special, direct, indirect, incidental or consequential damages to anyone by reason of any delay in performance or failure to deliver the product within the time limit specified by Buyer or stated by Seller.

21. Patents; Copyrights. Buyer guarantees that the use of any designs, drawings, plans, specifications, or materials provided to Seller by the Buyer shall not infringe upon any United States or foreign patents or copyrights. Buyer shall save, hold harmless, and indemnify Seller and/or Seller's assigns, employees, agents for any loss, damage, or liability which may be incurred by Seller as a result of infringement or alleged infringement of patent or copyright rights with respect to such designs, drawings, plans, specifications, or materials provided by the Buyer. The Buyer shall, at its own expense, defend any action, suit, or claim in which such infringement is alleged against Seller and/or Seller's assigns, employees, agents.

22. Change Order or Cancellation Charges. Seller cannot accept cancellations or changes at less than full charge once glass is processed or tempered or the mirror is manufactured. All cancellations or changes requested after Acknowledgment of order will be invoiced for whatever costs or changes are already incurred. Any replacement order or change order will be invoiced at the regular billing price.

23. Modification of Terms. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid against Seller unless in writing and duly executed by an officer of Seller. No other person is authorized to alter such terms and conditions, and any purported alteration by such other person shall be null and void. Seller and the Buyer further agree that the provisions of this section may not be waived except as herein provided.

24. Further Assurances. Seller and Buyer agree to take such further action or to execute such documents as are reasonably deemed by either party to be necessary to effectuate the terms and intention of this Agreement, including but not limited to a Bill of Sale and U.C.C. financing statement.

25. Severability. Any provision herein that is prohibited by, or unlawful or unenforceable under, relevant law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this agreement.

Special Note: BRASS AND BRONZE WILL DISCOLOR , CORRODE, STAIN, AND/OR TARNISH FROM VARIOUS CAUSES INCLUDING, BUT NOT LIMITED TO OXIDATION, CHEMICAL EXPOSURE, ACID

RAIN, AND ATMOSPHERIC CONDITIONS. SUCH CHARACTERISTIC REACTION(S), WHETHER OCCURRING OVER TIME OR WHEN FIRST RECEIVED BY BUYER, IRRESPECTIVE OF PROTECTIVE COVERINGS OR COATINGS, ARE CONSIDERED NATURAL AND NOT CAUSE FOR REJECTION. PERIODIC CLEANING OF SUCH METALS WILL BE NECESSARY.

Effective Date: March 13, 2024