

AGC ELECTRONICS AMERICA  
**GENERAL TERMS AND CONDITIONS**

(Revised and effective as of 9-3-2025)

**1. OFFER, ACCEPTANCE, CONSIDERATION.** These General Terms and Conditions (“**GTC**” or “**Terms**”) apply to the sale of all products by AGC Flat Glass North America, Inc. d/b/a AGC Electronics America (“**AGCEA**”) to the person, party, company, or entity purchasing the product(s) (“**Customer**”). AGCEA and Customer are collectively referred to herein in the plural as “**Parties**” and singular as “**Party**”; “days” as used herein shall mean calendar days, excluding federal holidays, unless otherwise expressly noted. AGCEA may provide these Terms in hardcopy or electronically and modify them at any time in AGCEA’s sole discretion without notice. Publication, including updates, of these Terms at <http://www.agcem.com> shall constitute constructive notice of the same. If these Terms are provided with respect to a purchase order from Customer, then this document is a rejection of that offer and these Terms are, and shall be construed as, an offer by AGCEA to sell to Customer the products described at the price agreed to in writing by AGCEA subject to these Terms. Any agreement by AGCEA to provide products to Customer is conditioned on Customer’s acceptance of these Terms which shall be deemed given upon the occurrence of the earlier of the following: (a) Customer’s express or implied acceptance of these Terms, including execution of AGCEA’s Customer Application and Agreement required to establish an account and credit with AGCEA; or (b) Customer’s receipt of AGCEA products without notifying AGCEA in writing of objection to these Terms prior to delivery; or (c) Customer failure to notify AGCEA in writing of objection to the Terms within five (5) business days of receipt thereof, whether electronically or in hardcopy; or (d) Customer’s prior acceptance of these Terms with respect to other purchases of AGCEA products in the course of doing business with AGCEA. Exchange, receipt and sufficiency of good and valuable consideration for the Terms is hereby acknowledged by the Parties.

**2. PRODUCT-SPECIFIC TERMS AND CONDITIONS.** Additional terms and conditions specific to products provided by AGCEA to Customer may be set forth in an accompanying price list, AGCEA quotation or proposal (“**Additional Terms and Conditions**” or “**ATCs**”), and, if so, are hereby incorporated herein by reference and binding on Customer.

**3. CONFIDENTIALITY.** Customer shall treat the Agreement (as defined herein) and any information provided by or obtained in any manner from AGCEA and/or its affiliates, including without limitation, the existence and terms of the Agreement, IP, trade secrets, technology, business operations and strategies, design criteria, blueprints, software, manufacturing data, supplier information, pricing, and marketing, as confidential information (“**CI**”). AGC and/or its applicable affiliate always has and retains full rights, title, ownership, and interest in its CI, and Customer shall make no contrary claim to AGCEA’s CI. Customer shall hold such CI in strict confidence, at least as protected as its own confidential information, with no less than the highest standard of care, and shall only use CI for purposes outlined in this Agreement, shall not modify

the CI, or disclose CI to any third parties without AGCEA’s prior written consent. Additionally, Customer shall promptly, but in no event more than five (5) business days of AGCEA’s request, return such CI to AGCEA. If AGCEA and Customer have executed a non-disclosure or confidentiality agreement (“**NDA**”), such NDA shall be incorporated by reference into these Terms and shall apply in addition to this Section 3. If the NDA ends before the term of this Agreement, the NDA will be automatically extended to co-term with this Agreement.

**4. ENTIRE AGREEMENT.** The entire agreement (the “**Agreement**”) between the Parties consists exclusively of: (a) these Terms; (b) an AGCEA invoice setting forth the price and quantity of product(s) sold to Customer and any other additional invoices sent by AGCEA in connection therewith (together, “**Invoice**”); (c) ATCs, if any; (d) the NDA, if any, and (e) any additional, express warranty provided separately in signed writing by AGCEA’s duly authorized representative, if any. The Agreement constitutes all terms and conditions with respect to any sale of product(s) by AGCEA to Customer. Further, no terms or conditions provided or stipulated by Customer by any means to AGCEA, including, but not limited to, any terms or conditions made part of a purchase order or some other document provided by Customer to AGCEA irrespective of AGCEA’s action or inaction with respect to the same, shall be made a part of the Agreement without a written agreement from AGCEA expressly indicating that such terms or conditions are to be made a part of or shall alter the Agreement. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. These Terms cannot be modified, amended or supplemented except by a writing signed by a duly authorized officer of AGCEA.

**5. PRICING.** AGCEA will adhere to the pricing provided to Customer in writing that is expressly stated to be “firm” (“**Firm Price**”) for the stated period of time which, unless expressly stated otherwise in writing by AGCEA, will in no event be longer than thirty (30) days, provided that AGCEA may withdraw or modify a Firm Price at any time for any reason upon notice to Customer, by any means, including, phone, mail, email or facsimile. Additionally, any Firm Price shall be void, and enforceable only at AGCEA’s election, in the event: (a) Customer misrepresented to AGCEA, or failed to inform AGCEA of, any fact or circumstance considered material by AGCEA; or (b) Customer changes any order specifications or variables relied upon by AGCEA in preparing the initial Firm Price. AGCEA may change AGCEA’s published prices and discounts, if any, at any time without notice to Customer. If AGCEA issues a price change, AGCEA will notify Customer, and Customer shall pay the new prices for those products not already (i.e., prior to the date of notice) arranged to be shipped prior to the effective date of such price change. Any additions to outstanding orders will be at prices in effect when the additional order is accepted by AGCEA. All prices are based on the cost of labor, materials, transportation, rates of applicable taxes and custom duties

and any other costs (collectively, "**Costs**") as of the date of the quote or the date of sale, whichever is later. AGCEA may, in the event of any increase in any of its Costs after the date of a quote or an offer of a Firm Price, whether or not arising out of an event of force majeure or a failure of presupposed conditions, adjust, in AGCEA's sole discretion, its quote or offer of a Firm Price to reflect such increases.

**6. TAXES.** Customer shall pay any manufacturer's tax, retailer's tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever (excluding AGCEA's income taxes), imposed or assessed by any governmental or quasigovernmental authority, or measured by any transactions between AGCEA and Customer (collectively, "**Taxes**") in addition to the prices quoted or invoiced. AGCEA will invoice all Taxes to Customer. If AGCEA is required to pay any Taxes, then Customer shall provide to AGCEA, if available, an exemption certificate or other document acceptable to the authority imposing Taxes in a timely manner, and in no event later than fourteen (14) days from AGCEA's request for the same. AGCEA will not rebate to Customer Taxes imposed or assessed for invoices issued before an exemption certificate is received by AGCEA.

**7. PAYMENT TERMS.** Customer shall pay the net invoice amount for products sold to Customer within thirty (30) days from the date of Invoice unless otherwise stated on the Invoice. If, at any time during AGCEA's performance with respect to an order, AGCEA in its sole discretion determines that Customer should not be afforded the payment terms originally agreed to, AGCEA may require full or partial payment in advance or any other adequate assurances, including, but not limited to, adequate assurance of payment from Customer before proceeding with the order. If the net invoice amount is not paid when due, such amount will, from and after the due date, bear an interest rate of one and a half percent (1.5%) per month or the maximum annual rate of interest allowable by law, whichever is greater. Any applicable cash discount will be stated on the Invoice. Cash discounts are not allowed on and will not be applied to any invoiced item other than the purchase price for the product (e.g., not applicable to Taxes, Surcharges, crating, or other charges).

**8. NO WITHHOLDING PAYMENT.** Customer expressly waives all right to, and shall not, set off or otherwise withhold any payment to AGCEA under the Agreement or any other agreement with AGCEA for any reason whatsoever, including reasons related to any dispute or credits that Customer believes are owed it by AGCEA.

**9. US CURRENCY ONLY.** Customer shall pay all prices, applicable Taxes, Surcharges and any other charges or fees under the Agreement to AGCEA in United States Dollars (US\$) unless AGCEA agrees otherwise in writing.

**10. FREIGHT:** All delivery of products covered by this document will be EXW AGCEA's location (Incoterms 2020), unless otherwise agreed to in writing by the parties as ATC. For all shipments, AGCEA

may ship products by way of common carrier, contract carrier or AGCEA's own transportation means; methods and route of shipment shall be at AGCEA's sole discretion, unless otherwise expressly agreed to in advance by the Parties in writing as ATC. Customer shall be solely responsible and pay for all additional expenses associated with or incurred by AGCEA with respect to the method or route of shipment specified by Customer. AGCEA may, in its sole discretion, without liability or penalty, make partial shipments of products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of an Order. AGCEA will not be responsible for any loss, damage, or delay whatsoever, or associated costs, caused by any carrier or shipper, and Customer shall be responsible for filing and recovering on any and all freight or shipping damage claims. Unless the Parties agree otherwise as ATC, freight will be charged in addition to the price of AGCEA's regular products.

**11. DELIVERY AND ACCEPTANCE:** Delivery of products by AGCEA in accordance with the delivery terms set forth in or agreed upon in accordance with Section 10 will constitute delivery to Customer, regardless of whether AGCEA pays the freight. Customer shall be responsible for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of Customer beyond the scheduled shipping date. Customer, as consignee, shall unload freight in the presence of carrier and conduct a visual inspection of products at the time of unloading. Customer shall inform carrier of any discrepancies upon completion of the visual inspection of products. Customer shall note all claims for shortages, errors, damage or any other discrepancies between the freight shipped as described in the bill of lading and that received on the bill of lading in writing to AGCEA within ten (10) business days after delivery of shipment. Failure to do so within this time frame shall constitute a waiver of all such claims by Customer and unconditional acceptance of the products. Any liability of AGCEA for non-delivery of the products is limited to either replacing the products within a reasonable time or adjusting the Invoice for such products to reflect the actual quantity delivered.

**12. CANCELLATION.** Customer may not cancel an order of products that has begun production and shall be responsible for full payment therefore. Customer may only request cancellation of an order for products by providing a written request to AGCEA prior to the production or shipment of that order by AGCEA. AGCEA, in its sole discretion, may accept a request for cancellation. If AGCEA accepts a request for cancellation, then Customer shall pay to AGCEA the cancellation fees in AGCEA's then-current cancellation policy found at <http://www.agcem.com>, which is incorporated by reference to these Terms. The Parties agree that these cancellation fees are fair and reasonable and shall not be deemed a penalty. Sale of products to Customer or any other party shall always remain in AGCEA's sole discretion notwithstanding prior course of dealing or performance, usage of trade, or otherwise. AGCEA may refuse at any time to sell products to Customer with or without cause and with or without notice.

**13. FORCE MAJEURE.** AGCEA shall be excused from performance under the Agreement should an event occur beyond AGCEA's control, such as, but not limited to, acts of God, damage to AGCEA offices, plants or facilities, fire, floods, earthquakes, tsunamis, crime, including theft, war, threats or acts of terrorism, workplace violence, weather events, strikes, work stoppages, accidents, production delays, utility outages, shortages, delays of carriers, delay by suppliers of materials, actions by or priorities of government or any department thereof, or any other event or action beyond the reasonable control of AGCEA, that prevents any of AGCEA's obligations hereunder, including, but not limited to, manufacture or shipment of the products. AGCEA will declare a force majeure event in writing to Customer and, if AGCEA intends to perform the Agreement at a later date, notify Customer, to the extent possible, of the length of the expected delay and any contingency plan. AGCEA, in its sole discretion, may cancel any Customer order, in full or in part, due to a force majeure event. AGCEA shall not be responsible to Customer or any other party for any loss, damage, fees, penalties or costs whatsoever as a result of a force majeure event. Any anticipated delivery dates of any ordered products hereunder shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

**14. INTELLECTUAL PROPERTY.** AGCEA shall have, and Customer hereby assigns to AGCEA, any and all right, title and interest in any intellectual property ("IP") created, arising out of, related to, or resulting from the Agreement, including, but not limited to, patents, trademarks, tradenames, copyrights, trade secrets, knowhow, drawings, designs, creations, or inventions. All right, title and interest in IP, including, but not limited to, patents, trademarks, tradenames, copyrights and trade secrets, with respect to all AGCEA products belong to AGCEA (or their respective owners in the case of third-party products). No IP rights whatsoever, including, but not limited to, any license rights, are hereby granted or implied to be granted by AGCEA to Customer in any of AGCEA's IP. Customer may only use AGCEA's products in accordance with the Agreement and for no other purposes unless pre-approved by AGCEA in writing. AGCEA neither represents nor warrants that its products do not violate any third-party IP rights.

**15. SUITABILITY OF PRODUCTS.** Customer shall be solely responsible for determining the suitability for use, including, but not limited to, use for Customer's intended purposes, of products purchased from AGCEA. At Customer's request, AGCEA may furnish technical assistance and information that it may have regarding its products. Unless otherwise agreed in writing, all such technical assistance and information is provided at no additional charge and AGCEA disclaims any responsibility for Customer's reliance thereon; Customer assumes sole responsibility and relies upon such assistance and information at its sole risk. CUSTOMER SHALL NOT RELY ON ORAL OR WRITTEN REPRESENTATIONS BY EMPLOYEES OR AGENTS OF AGCEA CONCERNING THE SUITABILITY OR QUALITY OF PRODUCTS

SOLD BY AGCEA. ANY SUCH REPRESENTATIONS ARE NOT AUTHORIZED BY AGCEA.

**16. LIMITED WARRANTY.** Except as specified below, products sold hereunder shall, for a period of one (1) year after the time of delivery, be free from defects in workmanship ("**Warranty**"). The foregoing Warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been altered such that they are not capable of being tested under normal test conditions. AGCEA shall make the final determination as to whether the products are nonconforming. AGCEA's sole obligation for products failing to comply with this Warranty shall be, at its sole option, to repair, replace or issue credit for the nonconforming products where:, (i) AGCEA has received written notice of any nonconformity within the Warranty timeframe; (ii) after AGCEA's written authorization, Customer has returned the nonconforming product to AGCEA; and (iii) AGCEA has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. This Warranty runs exclusively to the Customer and no other party. The Warranty applies only to products which have been PAID IN FULL by Customer. AGCEA, at its sole discretion, may elect to provide an additional warranty to Customer pursuant to specific terms and conditions that AGCEA will separately provide to Customer in writing, and such additional warranty shall supplement and be subject to the same terms and conditions of this Warranty, unless otherwise expressly noted by AGCEA in writing. Any additional warranty shall also be exclusively between AGCEA and Customer, and no other party. AGCEA neither guarantees nor warrants production lead times, shipment delivery dates or inventory availability. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AGCEA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, REGARDING ANY PRODUCTS PROVIDED OR SOLD BY AGCEA TO CUSTOMER, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, OR RELATED TO ANY OTHER MATTER.

AGCEA'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL AGCEA BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE PRODUCTS BY CUSTOMER.

**THIRD-PARTY PRODUCTS.** For products AGCEA has purchased from a third-party manufacturer and sold to Customer, the third-party manufacturer's warranty, if any, shall be passed through to Customer and shall be the sole and exclusive warranty in effect. In the case of third-party products, the Warranty shall be void and not apply but the Terms shall remain in full force and effect in their entirety. With respect to third-party products, Customer's sole remedy is directly with the third-party manufacturer. For avoidance of doubt, AGCEA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY PRODUCT(S), WHETHER EXPRESS OR

IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**17. LIMITATION OF LIABILITY AND INDEMNITY.** IN NO EVENT WILL AGCEA'S LIABILITY OF ANY KIND WITH RESPECT TO ANY DEFECTIVE OR NON-CONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OF THE AGREEMENT, ANY TORT (INCLUDING NEGLIGENCE), OR FOR ANY OTHER REASON WHATSOEVER INCLUDE ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, OVERHEAD, LOSS OF PROFITS, OR LOSS OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. ADDITIONALLY, IN NO EVENT WILL AGCEA'S LIABILITY OF ANY KIND PURSUANT TO ANY THEORY INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, AND WARRANTY EXCEED THE AMOUNT PAID BY CUSTOMER AND RECEIVED BY AGCEA UNDER THE APPLICABLE CUSTOMER ORDER. IN THE EVENT THAT NO AMOUNT HAS BEEN PAID BY CUSTOMER AND RECEIVED BY AGCEA UNDER THE APPLICABLE CUSTOMER ORDER, THEN AGCEA'S TOTAL LIABILITY SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). FOR PURPOSES OF THIS SECTION, "AGCEA" INCLUDES AGC FLAT GLASS NORTH AMERICA, INC. D/B/A AGC ELECTRONICS AMERICA AND ITS PARENT, RELATED, AND AFFILIATED COMPANIES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, SUBCONTRACTORS, AND SUPPLIERS. By accepting delivery of the products ordered, Customer agrees that it shall defend, indemnify and hold harmless AGCEA from and against all claims, losses, damages, and liability, including without limitation for personal injury, property damage, or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Customer's facilities or activities.

**18. CHOICE OF LAW/FORUM.** The Agreement is governed by the laws of the State of Delaware, excluding its conflicts of law rules. Likewise, all terms used in this document that are defined or given meanings in the Uniform Commercial Code ("UCC"), as adopted in the State of Delaware, will have the same definition and meaning for the purposes of the Agreement. Any provisions of Agreement that conflict with or vary from UCC provisions will supersede and prevail over such UCC provisions and govern this Agreement. Further, the United Nations Convention for the Resolution of Disputes shall not apply under any circumstances. The United Nations Convention on Contracts for the International Sale of Goods does not apply to Agreement. The Parties further agree that any court or legal proceeding relating to the Agreement or any order shall be brought in the state and federal courts in Fulton County, Georgia, and that this shall be the exclusive forum and venue for resolving all disputes

relating to the Agreement, any order, or any other matter between Customer and AGCEA. AGCEA shall be entitled to full reimbursement from Customer of AGCEA's attorneys' fees, costs, and expenses arising out of or related in any way to any action at law or in equity to enforce or interpret the terms of the Agreement.

**19. NO WAIVER/CUMULATIVE REMEDIES.** Waiver by AGCEA of a breach by Customer of any terms of the Agreement shall not be deemed a waiver of future compliance therewith, and such term, as well as all other terms hereunder, shall remain in full force and effect. If any term of the Agreement is or becomes, at any time, unenforceable or invalid under any applicable law, rule or regulation, no other term of the Agreement shall be affected thereby, and the remaining terms of the Agreement shall continue with the same effect as if such unenforceable or invalid term shall not have been inserted in the Agreement. No waiver or renunciation shall be effective against AGCEA unless set forth in writing and signed by a duly authorized officer of AGCEA. The rights of AGCEA under the Agreement are cumulative and not alternative.

**20. SUCCESSORS/ASSIGNMENT.** The Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns, including any party that acquires all or substantially all of the assets of Customer or AGCEA. The Agreement may not be assigned by Customer without the prior written consent of AGCEA and any attempted transfer or assignment without such consent shall be void. AGCEA may assign its rights and delegate its duties hereunder.

**21. RELATIONSHIP OF THE PARTIES.** The relationship between Customer and AGCEA is that of independent contractors. Nothing contained in the Agreement is intended to create, nor will be construed as creating, any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties; neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**22. SURVIVAL.** Any terms of the Agreement which, expressly or by their nature, extend beyond the termination or cancellation of the Agreement shall survive any termination or cancellation of the Agreement, including Sections 2-4 and 14-23 of these Terms.

**23. NOTICE.** All notices hereunder shall be in writing and shall be delivered by hand, mailed by registered or certified mail, postage prepaid, or dispatched by nationally recognized courier, to the Parties hereto at their respective designated addresses, subject to the right of either Party to change such address upon ten (10) calendar days' prior written notice. Copies of all notices to AGCEA shall be sent to: Law Department, AGC Flat Glass North America, Inc., 11175 Cicero Drive, Suite 400, Alpharetta, GA 30022 with mandatory electronic copy to [paralegal@agc.com](mailto:paralegal@agc.com). A notice shall be deemed effectively provided as of the date it is received.