

PITTSBURGH CORNING UK LTD's

**GENERAL TERMS AND CONDITIONS  
FOR THE SALE OF GOODS AND/OR SERVICES  
August 1, 2022**

1. **APPLICABILITY.** These Standard Terms and Conditions for the Sale of Goods and/or Services ("Standard Terms") shall exclusively govern the sale and purchase of all goods ("Goods") and/or the performance of all services ("Services") by PITTSBURGH CORNING UK LTD or its affiliated entities (each entity may be referred to individually or collectively herein as "Seller") and the entity or its affiliated entities purchasing from Seller (each such entity may be referred to individually or collectively herein as "Buyer"). Each sale of Goods and/or performance of Services is a separate and independent transaction. Details regarding the Goods and/or Services are provided in Seller's order confirmation and/or supplemental agreements entered into by the parties, including any exhibits or attachments thereto (collectively, "Transaction Documents"). The Transaction Documents applicable to each such transaction as well as these Standard Terms are hereinafter collectively referred to as the "Agreement". Any term or condition or standard of performance different from or in addition to the Agreement, whether set forth on Buyer's purchase order (a "Purchase Order") or otherwise proposed by Buyer, shall be deemed material, and is hereby objected to and rejected by Seller in all respects, and Seller's acceptance of any Purchase Order from Buyer is expressly limited to Buyer's acceptance of these Standard Terms. In the event of any conflict between these Standard Terms and any Transaction Documents, these Standard Terms prevail unless the parties expressly provide otherwise in a Transaction Document, in which case such terms in the Transaction Document will amend these Standard Terms only for the specific transaction to which they apply.

2. **ACCEPTANCE.** Buyer accepts the terms in Transaction Documents: (i) by signing them by hand or electronically, or (ii) unless otherwise required by law, by submitting a Purchase Order to Seller, accepting, using (or allowing others to use), or making any payment for Goods and/or Services. Any Goods and Services become subject to these Standard Terms when Seller accepts a Purchase Order by sending Buyer a Transaction Document, or shipping the Goods or providing Services to Buyer. All orders are subject to acceptance by Seller and no contract shall exist between Seller and Buyer unless and until Seller issues a written order confirmation.

3. **DELIVERY/RISK OF LOSS/TRANSPORTATION.** All terms and conditions regarding transportation shall be set forth using Incoterms 2020. Unless the parties specifically agree to other transportation terms, deliveries of Goods shall be DAP (Incoterms 2020). The risk of loss relating to Goods shall pass to Buyer at such time as Goods are delivered to Buyer. Title and property to Goods shall only pass to Buyer at such time when Seller has received full payment for the relevant Goods (including any taxes, charges or late payment interest due) and until such time title and property shall remain with Seller. Seller has the right to make partial deliveries when Seller reasonably deems appropriate.

4. **ACCEPTANCE OF GOODS.** Unless Seller is willing to delay delivery in respect of justified circumstances occurring at Buyer's nominated delivery address, acceptance of Goods by Buyer must take place within two (2) weeks after notification is sent to Buyer that the Goods are available for shipment. If Goods do not ship during the two (2) weeks after notification due to a delay by the Buyer, payment for the Goods shall become due on the date Seller is prepared to make delivery and Seller's delivery obligations shall be deemed fulfilled and all risk of loss or damage to such Goods shall thereupon pass to Buyer. In the event the Buyer delays delivery after Seller having dispatched the Goods, Seller may place such Goods in storage either at its manufacturing location or at an off-site location and all costs incurred by Seller in connection with such storage, including, without limitation, costs of preparing Goods for storage, placement into storage, handling, storage or, demurrage fees, inspection, preservation and insurance shall be due and payable by Buyer upon receipt by Buyer of the relevant Seller's invoice therefore.

5. **PRICES/TAXES.** Prices and charges for Seller's Goods and/or Services shall be invoiced at Seller's current prices and charges in effect at the time of shipment unless otherwise provided in a Transaction Document. Seller reserves the right to amended charges and prices, unless the parties have agreed otherwise in any Transaction Document. Unless otherwise provided by law, Buyer shall pay to Seller any and all taxes, excises or other charges, which are based upon or measured by the sale, transportation, delivery or use of the Goods sold and delivered hereunder or upon the Services performed by Seller. In the event of any Change in Law or any material adverse change, event or effect, including any significant change in economic and competitive conditions, or dislocations in materials supply markets that, individually or in aggregate, modifies Seller's contractual obligations pertaining to Goods and/or Services, or directly or indirectly affects Seller's production or sale of Goods, and/or performance of Services, Seller reserves the right to adjust prices and charges for such Goods and/or Services in any Transaction Document. "Change in Law" includes any change in law, treaty, statute, rule, regulation, order, judgment, decree, executive order or official interpretation thereof or other legal or regulatory determination by a court, regulatory or administrative agency, commission or governmental authority of competent jurisdiction, as the case may be, including imposition of or increase in any Taxes (as defined below), or other similar measures.

Notwithstanding what is provided in this Section 5, the Seller shall in any event only be bound to the prices and charges contained in offers or quotations submitted to the Buyer, for a strict period of one (1) month as of the date of such offer or quotation; upon the expiry of such one (1) month, prices and charges may at all times be amended with immediate effect at the sole discretion of Seller upon simple written notice.

6. **FREIGHT.**

(a) Save for small orders to which a small order charge applies, standard transport is included in Seller's prices. Standard transport shipments shall be made by Seller's normal routing. Special transport methods are at an additional charge and will be invoiced to Buyer. If Seller arranges special transportation for Buyer, transfer of title and risk of loss shall not be affected thereby.

(b) In the event that the delivery vehicle arrives at the Buyer's nominated address and is not offloaded in a timely fashion, the Seller reserves the right to charge the Buyer for standing time. Articulated delivery vehicles should be offloaded within 2 hours of arrival at the Buyer's nominated delivery address. Rigid delivery vehicles should be offloaded within 1 hours of arrival at the Buyer's nominated delivery address.

7. **CANCELLATION.** Within 14 days of the agreed delivery and dispatch date, any cancellation of Purchase Orders and/or changes to Purchase Orders cannot be accepted, unless Seller accepts these in writing at its sole discretion and without any need to motivate its decision. Buyer's wrongful non acceptance of Goods, or cancellation of any Purchase Order to purchase Goods or Services shall entitle Seller to recover, in addition to any incidental damages caused by Buyer's wrongful non acceptance or cancellation, either (i) in the case of Goods, the risk of loss of which has passed to Buyer at the time of non acceptance or cancellation, or Goods which cannot reasonably be resold by Seller to a third party, or Services which have already been performed, the price of such Goods or Services, or (ii) in the case of Goods for which other buyers exist or Services not yet performed, or where an action for recovering the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have realized had Buyer fully performed or, at Seller's option, 20% of the contract price as liquidated damages, plus, in the case of special orders, Seller's expenses, if any, incurred prior to receipt by Seller of notice of cancellation by Buyer, in connection with providing special services, developing special tooling, purchasing special supplies and the like. In each situation set out in (i) and (ii) above, Seller shall also be entitled to recover any applicable costs of collection, the lesser of 18% interest per annum or the maximum interest rate permitted by law, and Seller's reasonable attorney's fees ("Costs") incurred as a result of Buyer's wrongful non acceptance.

**8. QUANTITY VARIATIONS.** In connection with any Transaction Document, shortages or errors in quantity of Goods must be reported, in writing, by Buyer within five (5) days from receipt of shipment. In addition, claims for proof of delivery of a shipment must be made within fifteen (15) days from the actual delivery date.

**9. FORCE MAJEURE/ ALLOCATION OF GOODS.** Neither party is responsible for delays or failure to fulfill its non-monetary obligations due to: (i) acts or circumstances beyond the reasonable control of Seller; (ii) acts of God, nature, unusually severe weather (including, floods, hurricanes, tornadoes or earthquakes), fires, accidents, or explosions; (iii) epidemics, quarantine restrictions, wars or hostilities; threats or acts of terrorism; infrastructure or communication failures; or data or security breaches; (iv) strikes or other labour difficulties (whether or not related to Seller's workforce); (v) embargoes or governmental actions (including any Changes in Law or Seller's failure to obtain any necessary permits, licenses or authorizations); or (vi) unexpected increases in demand for Seller's Goods; machine or equipment breakdown; inability or delay in obtaining raw materials, intermediates, power or other needed supplies or services on terms Seller deems commercially acceptable or otherwise; or delay or nonperformance by transporting carriers. In the event of any contingency referenced above or other shortages that Seller may experience, Seller reserves the right to allocate its production capacity, and supplies of raw materials and/or Goods among their various respective uses in any manner that Seller, in its sole discretion, determines to be fair and reasonable. Further, Seller is not obligated to (a) obtain raw materials, intermediates, or Goods from other sources or to allocate them from Seller's internal use; or (b) resolve a strike, lockout or other labor problem in a manner which it does not, in Seller's sole discretion, deem advisable. The provisions of this Section shall be effective even though the shortage or contingency invoked by Seller shall have been in effect on the date a particular Purchase Order was accepted

**10. LIMITED WARRANTY / DISCLAIMER OF WARRANTIES.** In the case of Goods sold by Seller with a separate written warranty, that warranty shall apply. Otherwise, the Seller warrants only that (i) Goods shall be manufactured in accordance with Seller's specifications and (ii) Services shall be performed as specified. The warranty provided in this section is the only warranty provided by seller and is in place of and to the exclusion of any other warranty, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of any intellectual property rights, all of which are expressly excluded. In no event shall Seller be responsible for goods manufactured by other parties; such goods shall carry only the warranty of the manufacturer.

**11. BUYER'S REMEDIES/LIMITATION OF LIABILITY.**

(a) Buyer's sole and exclusive remedy and the limit of Seller's liability for Goods or Services proven to be other than warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other legal theory, shall be, at Seller's option, (a) replacement of the Goods or Services, without charge, carriage paid to Buyer's facility; or, (b) refund of the purchase price paid in respect of such Goods or Services, plus commercially reasonable charges in connection with the return or disposition of Goods.

(b) Seller's sole liability with respect to the Goods and Services, for any and all loss or damage to Buyer, or any other loss, damage, expense or claim, resulting from any cause whatsoever (whether based on damaged or defective Goods, irrespective of whether such damages or defects are discoverable or latent, or Seller's limited warranty shall fail of its essential purpose, or any other reason), and whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, shall in no event exceed the aggregate purchase price of the particular Goods or the price of the Services with respect to which losses, damages, expenses or costs are claimed. Seller shall have no liability to any person other than Buyer by virtue of the sale of the Goods, provision of Services, or any other matters contemplated by this agreement and Buyer shall add Seller as a party protected by Buyer's warranty and limit of liability provisions in

Buyer's terms of sale. The limitation of liability set forth in this paragraph shall survive termination or cancellation of this agreement.

(c) The foregoing is the entire obligation of Seller. In no event shall Seller be liable for any consequential, special, incidental, indirect or punitive damages to any person, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, regardless of whether the replacement or refund remedy set forth above fails of its essential purpose or for any other reason whatsoever.

(d) No statement or recommendation made or assistance given by Seller, or its representatives, either oral or in any literature or other documentation, to Buyer, its customers or any other persons in connection with the purchase, use or installation by Buyer, its customers or any other persons, of any Product sold hereunder, shall constitute a waiver by Seller of any provision hereof or affect Seller's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the provisions of this agreement shall subject Seller to any liability of any nature whatsoever.

**12. TIME PERIOD FOR BRINGING CLAIMS.** Buyer agrees that any claim arising out of or related to the Goods or Services purchased by Buyer not meeting the specifications or other product performance claims must be asserted within ninety (90) calendar days from the date such Goods were invoiced to Buyer or the date such Services were performed. Buyer further agrees that any claim regarding overpayment or credits issued by Seller must be asserted within one hundred twenty (120) days from the date such Goods or Services were invoiced to Buyer. All such claims not asserted within the above stated time frames shall be deemed irrevocably waived and absolutely barred, unless otherwise prohibited by applicable law.

**13. SAFETY AND HEALTH INFORMATION.** Seller has supplied or made available to Buyer information (including but not limited to Material Safety Data Sheets) and warnings concerning the safety and health aspects of the Goods. Buyer agrees to communicate such information and warnings to Buyer's employees, agents, contractors and customers, and to require such persons to further communicate such information and warnings to all persons that they may reasonably foresee will be exposed to or handle such Goods.

**14. INTELLECTUAL PROPERTY.** The purchase of Goods or Services from Seller shall not entitle Buyer to any property interest in Seller's intellectual property, including its trademarks, trade names, trade secrets, patents, know-how or other proprietary rights of any nature whatsoever, whether or not incorporated in the Goods covered by the Agreement, and Buyer will not attempt to reverse-engineer any such Goods or disclose or use any such intellectual property without Seller's prior written consent. Nothing in the Agreement operates to grant Buyer a right to use, register, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of Seller. Should Buyer violate this provision, Seller may avail itself of all remedies provided for by law or in equity, including injunctive relief. Seller shall have no liability to Buyer for any action or claim alleging infringement based upon (i) the use of any Good or in combination with other products, (ii) the alteration, modification or customization of any Good by any person other than Seller, or (iii) Goods provided pursuant to designs, specifications, drawings, or requirements provided by Buyer or at its direction, or alteration, modification, or customization requests provided by Buyer or at its direction. In the event of an infringement action or claim against Seller which is based on any conduct described in the preceding sentence, Buyer shall at its own expense defend such action or claim, and Buyer shall pay any and all damages and costs finally awarded against Seller in connection with such action or claim, provided that Seller notifies Buyer promptly in writing of such action or claim, Seller gives Buyer sole control of the defense thereof (and any negotiations for its settlement or compromise; provided, however, in no event shall any settlement or compromise contain an admission(s) of Seller without Seller's prior written consent), and Seller cooperates in the defense thereof at Buyer's expense. Notwithstanding the absence of any such obligation(s), Seller reserves the option, in its sole discretion and at its expense, to assume at any time defense of any such claim.

**15. EXPORT SALES.** Buyer represents and warrants that it has complied and/or will comply with all applicable laws, rules and regulations pertaining to the export, import and movement of Goods sold hereunder. All drawbacks of duties paid on items used in the manufacture of the Goods delivered hereunder shall accrue to Seller, and Buyer agrees to furnish Seller with all documents and cooperation necessary to obtain payment of such drawbacks.

**16. RECALLS.** In case of critical product faults justifying a recall of the Goods, Buyer is obliged to confer with Seller to ensure that Buyer's related actions will harmonize with Seller's policy in respect of product recall. The costs reasonably incurred by Buyer for any such product recall will be reimbursed by Seller to Buyer if and to the extent that Seller is liable therefore. Buyer shall implement and maintain adequate systems and records to ensure full traceability of all batches of Goods.

**17. TERMS OF PAYMENT.**

(a) Payments shall be made by wire bank transfer or by irrevocable and confirmed letter of credit, unless otherwise agreed with Seller. Terms of payment shall be specified in the order confirmation, unless other specific terms of payment are stated in another Transaction Documents and accepted, in writing, by an authorized employee or agent of Seller. If at any time Seller, in its sole discretion, deems Buyer's credit unsatisfactory or in any way impaired, Seller reserves the right, among other remedies, to terminate the Purchase Order, and suspend further deliveries; or, to require payment before dispatch upon the issuance by Seller of a proforma invoice.

(b) Buyer agrees to pay for the Goods and Services according to the terms designated in a Transaction Document. If Buyer fails to make any payment to Seller when due, the Buyer's entire account(s) with Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require Buyer to assemble the collateral and make it available to allow Seller to take possession. All past due amounts are subject to a service charge equal to the lesser of two percent (2%) per month or up to the maximum rate permitted by law, calculated from the first day following the day on which the invoice became due to the day of actual receipt of the payment by Seller. In addition, Seller shall be entitled to charge Buyer a compensation for recovery costs of £ 40.00, as well as all costs exceeding the aforementioned amount of £ 40.00, which have been incurred by Seller due to Buyer's late payment, such as fees charged by debt collection agencies or law firms, whether or not litigation is commenced. Notwithstanding any provision contained herein to the contrary, each shipment of Goods by Seller shall be deemed a separate and independent transaction and payment therefore shall be made accordingly.

**18. SET-OFF RIGHTS.** Seller shall have a right of setoff against all money, accounts, rebates, credits, and other property of Buyer, now or hereafter in possession of or maintained by Seller, and, following a default, such right of setoff may be exercised without demand upon or notice to Buyer. No right of setoff shall be deemed to have been waived by any act of conduct on the part of Seller, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing, and every right of setoff shall continue in full force and effect until such right is specifically waived or released by an instrument in writing executed by Seller.

**19. RETURN OF GOODS.** Goods may not be returned for credit, unless with the exceptional and prior written permission of Seller and provided that Buyer submits a request for return within fourteen (14) days from the date of delivery of the Goods. Seller shall in its sole discretion decide on the acceptance of any such request for return, without having to provide any reasons or motivation for its decision. Goods that have been accepted for return, must be returned at the Buyer's cost to Seller's Quality Control Facility at Albertkade 1, Tessenderlo B-3980, Belgium, in an as new condition, freight prepaid. Credit for returned Goods will be allowed in Seller's sole discretion based on the condition of the returned Goods. Special packaging by Buyer may be necessary to protect Goods returned. In no event shall Buyer's credit exceed 50% of the original or then current

purchase price for the Goods delivered to Buyer, whichever is the lower, less freight paid by Seller on the original shipment to Buyer, if any. Only standard Goods regularly maintained in stock by Seller and in an as new condition may be considered for return by Buyer for credit. Goods that qualify as specially manufactured insulation products or as accessories to insulation products, shall not be accepted for return.

**20. DEFAULT.**

(a) This agreement shall terminate automatically, without necessity of notice, in the event that Buyer makes an assignment for the benefit of creditors, is adjudicated a bankrupt or in the event of the filing of any voluntary or involuntary petition in bankruptcy against Buyer or the appointment of a receiver for Buyer or any substantial part of its properties.

(b) Except as otherwise specifically provided herein, if either party fails to perform any material terms of the Agreement, the other party may, in its sole discretion: (i) defer its performance under the relevant Transaction Documents until the default is cured by the defaulting party, or (ii) treat such default as a breach of the relevant Transaction Document(s) if such default is not cured within thirty (30) days after the giving of notice thereof to the defaulting party (or, in the case of default in payment of monies, within ten (10) calendar days) and terminate any such Transaction Document(s) immediately following the notice to the defaulting party.

**21. ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between Seller and Buyer with respect to the matters contained therein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein.

**22. RELATIONSHIP OF PARTIES.** Seller and Buyer are independent contracting parties and nothing in these Standard Terms or the Purchase Order shall be construed as constituting or making Buyer or Seller as franchiser, franchisee, partner, broker or agent of the other. Each party is an independent contractor and neither shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

**23. GOVERNING LAW - JURISDICTION.** The Purchase Order and these Standard Terms are to be construed according to the laws of England without regard to its conflict of laws provisions, and each party hereto submits to the jurisdiction of the competent Courts of London, England, United Kingdom, in any action or proceeding relating to or arising out of the Purchase Order or these Standard Terms, unless Seller elects to initiate an action or a proceeding against Buyer before the competent Courts of Buyer's place of incorporation. The Convention on the International Sale of Goods (Vienna 1980) shall not apply.

**24. SEVERABILITY.** If any provision of these Standard Terms of Sale or the Purchase Order is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Standard Terms and the Purchase Order shall remain in full force and effect.

**25. NON-WAIVER.** No change, modification or waiver of any provision of these Standard Terms shall be valid or binding unless it is accepted in writing by Seller. A waiver by either party of any breach or failure to enforce any term or condition of these Standard Terms shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of these Standard Terms.

**26. NON-ASSIGNMENT.** Buyer may not assign its rights or delegate its obligations hereunder or under the Purchase Order without Seller's prior written consent.