



Sales Terms and Conditions

1. Definitions - "RGC" means Richland Glass Company, Inc. and any name under which it may trade. "Purchaser" means the person or company identified in the "sold to" or "quoted to" space on the reverse side.
2. Terms Governing Sale – Purchaser agrees to be bound by all of the terms and conditions set forth herein. Any terms and conditions set forth in any purchase order or other document or any oral communication or written Agreement which purports to be an addition to this agreement of which is inconsistent herewith shall not be binding upon RGC unless made in writing and accepted by the signature of an authorized officer or manager of RGC. Any term or condition of sale contained in any document prepared by or received from Purchaser by RGC relating to the goods sold under this agreement which is inconsistent with any term or condition of this agreement is hereby rejected by RGC and shall have no effect.
3. Shipping Dates – Shipping dates furnished by RGC are approximate and shall not be deemed to be fixed or guaranteed.
4. Prices – All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are subject to change without prior notice to Purchaser. Unless otherwise stated on the reverse hereof, all price quotations expire 30 days from the date of quotation and prices do not include freight or where applicable any federal, state or local taxes of any nature, all of which shall be paid by the Purchaser.
5. Over/Under Shipments – RGC reserves the right to produce, ship and invoice within industry standard 10% of purchase order quantity.
6. Cancellation of Orders – All cancellations of orders must be requested by Purchaser and approved by RGC in writing. Purchaser agrees to pay for any and all costs incurred by RGC in connection with any cancellation request.
7. Customer Requested Shipment Delays – All delays in shipping dates must be requested by Purchaser providing a minimum of 30 days notification. RGC will review and respond in writing as to status. Purchaser agrees to pay for any and all costs incurred by RGC in connection with request to delay or push out shipping dates.
8. Returned Goods – Only returns requested by Purchaser and approved by RGC in writing will be permitted. Goods returned for any reason other than a warranty claim will be subject to a restocking charge to compensate RGC for its reasonable costs incurred with respect to such return. Under no circumstances will goods be accepted for return after 60 days from the date of shipment.
9. Credit – Notwithstanding any prior extension of credit by RGC to Purchaser, if at any time, RGC determines, in its sole judgment, that Purchase's financial condition does not justify RGC's extension to it of credit in connections with any sale hereunder, RGC may,

at its option, require Purchaser to make full payment in cash prior to order entry, manufacture, shipment or delivery.

10. Payment Terms – Unless otherwise stated on the face hereof or of RGC's invoice payment terms in connection with credit approved by RGC are net 30 days. Any balance over 60 days will automatically put Purchaser on credit hold and shipments will not be released until full payment of past due balance is received. The Purchaser is responsible for assuring that the seller gets the “Net” amount regardless of any fees from wire transfers, credit Card commissions, or any other fee imposed by the Purchasers method of payment.
11. Default - In the event Purchaser defaults in payment, RGC may, in its sole discretion, suspend shipment of goods on order at such time Purchaser shall be liable for all cost incurred by RGC in connection with such default including, but not limited to, attorney and collection agency fees.
12. Inventions. Unless otherwise specified, (i) any and all Product designs, inventions or improvements, (ii) any other design, inventions or improvements and any and all discoveries, products, computer programs (including source code), tooling, procedures, improvements, developments, drawings, works of authorship, specifications, data, memoranda, notes, documents, manuals, information, and other items made, authored, conceived or developed by Richland Glass Company, which result from or relate to a Product (items (i) and (ii) are referred to, collectively, as “Product Information”), and (iii) any patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world (collectively, “Intellectual Property Rights”) contained or embodied in, or arising from the Product Information shall be the sole property of Richland Glass Company. Richland Glass Company shall have the sole right to obtain and to hold in its own name any copyrights, patents, mask work rights, trademark registration, or other legal protection as may be appropriate to such Product Information and any derivatives thereof. Richland Glass Company shall have the sole right to determine the method of protection for any such Product Information, including the right to protect the same as trade secrets, to use and disclose the same without prior patent application or to file registration for copyright, patent, mask work rights, or trademark in its own name, as Richland Glass Company deems appropriate in its sole and absolute discretion.
13. Richland Glass Company Property. All right, title and interest in Richland Glass Company’s pre-existing technology and IP Rights and Confidential Information (“Pre-existing Technology”) shall remain Richland Glass Company’s exclusive property. Richland Glass Company shall retain all right, title and ownership to any discoveries, inventions, technical information, procedures, design, manufacturing or other processes, software, firmware, technology, know-how or other Intellectual Property Rights comprising Richland Glass Company’s design techniques or manufacturing processes that are used or created by Richland Glass Company in performing any design services or manufacturing services (“RCG Process Technology”). “Pre-existing Technology” and “RCG Process Technology” shall be deemed “Richland Glass Company Property”.
14. Risk of Loss – If goods are shipped directly from a manufacture or vendor other than RGC to Purchaser’s shipping address shown herein, the risk of loss of such goods shall not be on RGC. Otherwise, the risk of loss shall pass from RGC to Purchaser upon (i) delivery to Purchaser’s shipping address, if shipped by RGC’s vehicle or (ii) deliver to a common carrier, if shipped by common carrier. When goods are shipped by common

carrier all claims for damages or losses in transit must be made by Purchaser directly to such common carrier. Purchaser shall be obligated to pay the full amount of RGC's invoice in accordance with the payment terms stated herein, or hereunder notwithstanding damage in transit by or disputes with common carriers.

15. **Limitation of Liability** – With respect to any claim against RGC arising in any way from the sale of goods hereunder other than warranty claims, RGC's liability shall not exceed the purchase price of such goods. RGC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES. RGC shall not be liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes lockouts, or other labor difficulties, failure or delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other cause of like or unlike nature beyond RGC's reasonable control.
16. **Specification Changes** - All manufacturer's specification, either contained in RGC's catalogue, promotional literature or in any other document are subject to change without notice to Purchaser and without liability to RGC.
17. **Confirmation** - Written confirmation by Purchaser of telephone or other oral order must be clearly marked "confirming" to avoid duplicate shipments. If this is not done and duplicate shipment occurs, Purchaser's written confirmation shall be deemed to be a separate order subject to terms and condition of this Agreement.
18. **Warranties** – RGC MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE CONCERNING GOODS SOLD HEREUNDER. Purchaser's sole remedy with respect to defective goods purchased hereunder shall be limited to pursuing warranty claims against the manufacturers of such goods. RGC hereby assigns to purchaser all rights and warranty claims which it may have against the manufacturers of goods sold by it hereunder. RGC further agrees to use reasonable efforts to cooperate with the Purchasers to obtain from such manufacture, in accordance with such manufacturers' customary practices, the repair or replacement of any goods, which are defective in workmanship or material. With respect to goods modified by RGC at Purchaser's request, RGC shall have no liability whatsoever in the event that such goods' manufacturers' warranties are voided as a result of such modification.
19. **Sales Representative** – No RGC sales representative or other employee who is not an officer or manager of RGC shall have authority to change or waive any of the terms and conditions of this Agreement.
20. **Waiver of Jury Trial** – In the event of litigation relating to this Agreement of the goods sold hereunder, Purchaser hereby agrees to the extent permitted by law, to waive any right that it may have to a jury trial on any and all issues that may be raised in such litigation.
21. **No Waiver** – Nothing contained herein shall be construed to limit or waive any right or remedy of RGC under applicable federal, state, or local laws.
22. **Severability** – The invalidity of any provision of the Agreement shall not invalidate or render unenforceable any other provision of this Agreement.
23. **Entire Agreement and Modification** – This Agreement is intended by the parties hereto as a final expression of the agreement with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms and conditions of that

agreement (any prior agreement being superceded by the Agreement and such prior agreements are hereafter null and void). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any of the terms, provisions, or conditions hereof (including the paragraph) shall be valid unless in writing, supported by consideration, and signed by the party against whom the same is sought to be enforced.

24. Governing Law – All order are subject to acceptance by RGC in New Jersey and this Agreement shall in all respects be governed by and construed under the laws of the State of New Jersey.
25. Neither Party shall be liable for its failure to perform hereunder as a result of any events of force majeure beyond the Party's control, including acts of God, fire, flood, wars, sabotage, civil strike or demonstrations, accidents, governmental actions (including import or export prohibitions), governmental laws, ordinances, rules, regulations, action or inaction (whether valid or invalid), or any other similar event beyond the control of that Party; provided, however, that an event shall not be deemed beyond a Party's control if the event is caused by the Party's inability to pay its debts when due or the Party's inadequate creditworthiness (such as, by way of example, inability to obtain supplies, raw materials, etc. due to the Party's inability to pay its bills or to obtain financing). If either Party's performance is prevented by any such event, such Party shall have the right to omit during the period of delay of performance resulting from such event any of its obligations hereunder. Promptly following the date of commencement of any event of force majeure, the Party desiring to invoke such event of force majeure as a cause for delay in the performance of any obligation hereunder shall advise the other Party in writing of such date and the nature of such event of force majeure. If, due to an event of force majeure, a Party is unable to resume performance after suspension of performance for a period of two (2) weeks, the other Party shall have the right to terminate this Agreement upon written notice. In case a Governmental Authority imposes any restrictions relating to the COVID-19 pandemic or another similar major public health matter negatively affecting the performance of this Agreement by a Party, the respective Party shall take, at its own cost and expense, commercially reasonable measures to avoid any undue delays. During the continuation of a force majeure event, the nonperforming Party must (a) exercise efforts to mitigate or limit damages to the other Party; (b) exercise due diligence to overcome the force majeure event; (c) take all reasonable commercial measures to limit the scope and duration of the force majeure event; (d) to the extent it is able, continue to perform its obligations under this Agreement; and (e) provide regular and detailed status reports to the other Party regarding the nonperforming Party's efforts in regarding to the requirements of this paragraph.