

Guardian Terms and Conditions of Sales

1. Agreement. These Terms and Conditions of Sales ("Terms") govern all sales by Guardian Industries, LLC and any of its affiliates (individually or together, "Guardian") to their customers (the "Customer"). These terms apply to and are incorporated into and made part of the order confirmation, sales confirmation, sales agreement, supply agreement, commercial invoice or similarly titled document, as the case may be, issued by Guardian and relating to the sale of goods (the "Sales Agreement"; such Sales Agreement, including these Terms, the "Agreement"). All purchases by Customer of product described in the Agreement ("Product") are expressly limited to and conditioned upon acceptance of these Terms, regardless of whether Customer purchases Product through any media or means, including but not limited to, written purchase orders, electronic orders via EDI, acknowledgements, confirmations, or other writings from Customer to Guardian (collectively, "Purchase Orders"). Unless such provisions are expressly agreed to by Guardian in a writing signed by Guardian, any additional or conflicting terms and conditions contained on, attached to or referenced by Customer's Purchase Orders, or other prior or later communication from Customer to Guardian, or any other document or location, including any website, whether as part of a "click-through" system or otherwise, even if Guardian is aware of such conflicting, modified or additional terms, shall have no effect on the purchase of any such Product by Customer from Guardian and are expressly rejected by Guardian. If Customer does not accept the Sales Agreement by execution thereof, Customer's commencement of performance (including ordering, purchasing or taking delivery of Product) shall in all cases constitute Customer's unqualified and unconditional acceptance of the Agreement. In the event of a conflict between these Terms and the specific provisions contained in the Sales Agreement, the specific provisions contained in the Sales Agreement shall prevail. **Guardian may accept or reject any order in its sole discretion.** A binding Agreement will arise only when Guardian confirms Customer's order or begins execution of Customer's order, as price quotations, firm pricing letters or other communications from Guardian do not constitute offers.

2. Products.

- a. Guardian reserves the right to modify Product performance, change the name of any Product and/or discontinue any Products at any time. Guardian will use commercially reasonable efforts to notify Customer within a reasonable time of the effective date of the applicable change.
- b. Guardian may revoke acceptance of a Purchase Order, in whole or in part, if Customer is no longer certified to process or fabricate a Product that is subject to such Purchase Order.

3. Delivery; Risk of Loss and Title.

a. Unless otherwise stated in the Agreement, the risk of loss and title of all Products purchased by Customer passes to Customer as follows: (i) if Guardian arranges shipping, risk of loss and title passes when the Products are available for unloading at Customer's delivery location; or (ii) if the Products are picked up by Customer or shipped by a carrier arranged by Customer, risk of loss and title passes when the Products are loaded on the truck at Guardian's facility. Customer is solely responsible and will pay all costs for filing any claims for, loss, damage or delay with carriers that Customer arranged and for extra charges of carriers for Customer delays in unloading trucks or containers. Guardian and Customer agree that the use of Incoterms (such as "FCA" or "CIF") in Purchase Orders or confirmations is not intended to change when title transfers or this allocation of risk of loss. If Guardian delivers Product to Customer's facility and there is a delay in unloading Product, Customer is responsible for, and will timely pay, any detention or other costs assessed to Guardian in connection with such delay.

b. All Customer Purchase Orders must include requested delivery dates. If the Sales Agreement has a different delivery date than the requested delivery date on the Purchase Order, the delivery date on the Sales Agreement will control. Lead times or other times of performance provided by Guardian are non-binding estimates and are based on Guardian's timely receipt of accurate and complete Purchase Orders and specifications from Customer and are subject to applicable lead times for the Products ordered.

c. Partial deliveries are permitted. A variation in the quantity delivered amounting to less than 5% of the quantity ordered is acceptable as proper performance, and Customer will pay for the amount actually delivered. This provision does not apply to custom fabricated Products.

d. If Customer does not take delivery of ordered Product within 30 days of the delivery date specified on the Purchase Order, unless the Sales Agreement has a different delivery date in which case that date will govern, or if there is no delivery date specified on either document, then 30 days from the date of Product manufacture, Guardian reserves the right to charge Customer a warehousing fee. The warehousing fee will be equal to the greater of 5% of the invoice price of the Product per month or a fee of \$1500/month (in each case or prorated for a portion of a month) until such Products are delivered to Customer. If Customer does not take delivery of ordered Product within 60 days of the delivery date specified on the Purchase Order, Guardian reserves the right to, after consultation with Customer: (i) increase the warehousing fee; or (ii) ship the Products to Customer; or (iii) cancel the applicable Purchase Order, or part of the applicable Purchase Order, without liability to Guardian; or (iv) scrap the Products, without liability to Guardian and Customer will pay Guardian the Product price that appears on the Purchase Order, along with any billed warehousing fees, within the payment terms then in effect between Customer and Guardian, excluding any discounts for early payment. If Customer repeatedly fails to take delivery of Products within the time periods specified above, Guardian reserves the right to increase the warehousing fees charged to Customer upon written notice.

e. Guardian (or Guardian's contractor) may reject any trucks, transports, containers or storage presented for loading/unloading/transfer of Product, which would present, in its sole discretion, an unsafe or potentially unsafe situation. Guardian (or Guardian's contractor) may refuse to load, unload, transfer or handle any Product under any conditions which it deems, in its sole discretion, unsafe or potentially unsafe, including any conditions caused by Product, drivers, personnel, equipment, procedures and/or adverse weather conditions.

4. Pricing.

a. Unless otherwise specified in writing by Guardian, all pricing is for a minimum 4,000 lb. pack quantities and Guardian reserves the right to refuse Purchase Orders for less than such quantity and, if accepted, such Purchase Orders may be subject to a light case charge of 15% or more. All pricing is based on full truckload quantities of 21.4 short tons and lesser loads may be subject to additional charges. This provision does not apply to custom fabricated Products.

b. To determine the invoiced sq. ft. of Products, dimensions are rounded up to the next whole number. For invoicing purposes all square footage calculations will be truncated at the 4th decimal place. This provision does not apply to custom fabricated Products.

c. Customer's purchases from Guardian are subject to Guardian's surcharges as of the time of shipment, which are not part of the price of the Products.

d. Pricing assumes delivery to a specific Customer location. If that location changes, pricing is subject to change.

e. Regulatory Increases. If there (a) is a tax, charge, fee or other cost or expense that is newly enacted or newly imposed on, applicable to, charged to or payable by Guardian that is related to any of its operations or performance under the Agreement by a governmental or regulatory body, whether municipal, state, federal or otherwise, or (b) are costs that Guardian incurs to be compliant with laws or regulations that are newly enacted or newly applicable to Guardian's facilities, operations, or performance under the Agreement, then Guardian may request, in writing, price relief from Customer to defray such costs and expenses (the "Regulatory Increase Request"). Customer shall have 10 days after the date of the Regulatory Increase Request to object in writing. If Customer does not object to the Regulatory Increase Request by such date, then Customer shall be deemed to have accepted the Regulatory Increase Request and the Product Price shall be increased by the amount and as of the date specified in the Regulatory Increase Request. If Customer objects to the Regulatory Increase Request, Guardian and Customer will discuss such objection and if the Parties cannot reach agreement regarding the amount of the increase by the date that is 30 days after the date of request, then Guardian may terminate the Agreement, in whole or in part, with immediate effect.

f. No Guardian employee has the authority to provide special discounts or rebates without specific written authorization signed by an authorized Guardian employee.

g. Pricing does not include packaging costs. Guardian will invoice and Customer will pay for boxes or other packaging materials, at Guardian's then-current standard rate, that Customer requests and/or that Guardian deems necessary, at its discretion, for the safe and effective transportation of the Products.

Without limiting the foregoing, Customer is responsible for costs related to special packing, shipping, or other handling requested by Customer and agreed to by Guardian which Guardian will also invoice to Customer. This responsibility extends to any costs Guardian incurs due to the Customer's special actions or requests.

5. Taxes. Prices quoted by Guardian do not include (and Customer will pay) all taxes, tariffs, duties, or fees of any kind which may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale of the Products (except income taxes of Guardian due on the sale of the Products).

6. Payment; Late Payment; Cost of Enforcement Expenses; Set-Off. Customer will pay for all Products ordered on its behalf and delivered by Guardian on the terms printed on the Sales Agreement. All payments shall be made in the currency listed in the Sales Agreement, or, if not so listed then in U.S. dollars. If the payment due date is a Saturday, Sunday or holiday where banks located in the State of Michigan are authorized or required to be closed, Guardian must receive such payment on the next business day after such due date. In the event that Customer fails to specify the type of balance (i.e. currently due amounts, past due amounts or interest) to which any payment shall be applied, then such payment shall be applied to any amount that Customer owes Guardian as Guardian sees fit in its sole discretion. Interest may be charged on all past due amounts owed by Customer hereunder at an interest rate equal to the lesser of (i) 1.5% per month and (ii) the maximum rate permitted by applicable law, from the payment due date until paid in full. If Customer's bank returns a Customer check for non-sufficient funds ("NSF"), Customer is required to repay the amount of the check and all additional charges immediately, including, but not limited to, related NSF fees and other bank fees, upon notice from Guardian. Customer will pay all costs of collection of any amounts due to Guardian, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. Guardian reserves the right, at any time, to Set-off against any amount that Guardian (or any of its affiliates) owes to Customer (or any of its affiliates) any amount that Customer (or any of its affiliates) owes to Guardian (or any of its affiliates) under the Agreement or any other agreement between or among any such parties. "Set-off" means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which Guardian is entitled (whether arising under the Agreement, another agreement, applicable law, or otherwise) that is exercised by Guardian.

7. Credit Terms and Security. Guardian may, but is not obligated to, establish credit terms for Customer, and may change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. Notwithstanding any provision to the contrary in the Sales Agreement, in the event that Guardian determines, in its sole discretion, that the creditworthiness or future performance of Customer is impaired or unsatisfactory, Guardian may (a) suspend deliveries of Product, (b) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (c) require Performance Assurance at least three business days prior to a scheduled shipment of Product. Customer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of, at Guardian's option, either cash or letter(s) of credit in a form and from a bank acceptable to Guardian in its sole discretion. As general and continuing security for the payment for all purchases from Guardian and the payment and performance of Customer of all indebtedness, liabilities and obligations of any nature, however arising, whether monetary or otherwise, now existing or hereafter arising in favor of Guardian, Customer shall, upon request by Guardian, deliver to Guardian, in form and substance satisfactory to Guardian in its sole discretion, a general security agreement (the "Security Agreement") granting a security interest in favor of Guardian in all of Customer's presently owned or hereafter acquired property, assets, rights, benefits, privileges and undertakings of every nature and kind, real or personal, moveable or immovable. Customer further agrees to deliver to Guardian such further security agreements, deeds or other instruments of conveyance, assignment, transfer, mortgage, pledge or charge (the "Supplemental Agreements") as Guardian may reasonably request to effectively take or perfect the security in the above mentioned property of Customer. Customer hereby acknowledges and agrees that Guardian reserves the right not to deliver any shipment of Product until Customer has executed and delivered to Guardian the Security Agreement and the Supplemental Agreements in accordance with the terms of this clause.

8. Default. Customer has defaulted under the Agreement upon the occurrence of any of the following events (each an "Event of Default"):

- (a) Guardian did not receive a payment due from Customer hereunder by the date such payment was due, and such failure remains uncured for a period of two days;
- (b) Customer's breach of Section 14 (Compliance with Laws) below;
- (c) the failure of Customer to perform, or other breach by Customer of, any other obligation, representation, warranty or term in the Agreement, and

such failure or breach is not excused or cured within three business days after receipt of written notice thereof; (d) the occurrence of a Bankruptcy Event; (e) the failure of Customer to timely provide prepayment or Performance Assurance as set forth in Section 7 (Credit Terms and Security) above; or (f) the failure by any Performance Assurance provider for Customer to perform, or other breach by such provider of, any obligation, representation, warranty or other term under any document executed and delivered by such Performance Assurance provider in connection herewith. Upon the occurrence of an Event of Default, Guardian, in its sole discretion and without prior notice to Customer, may do any one or more of the following: (x) suspend performance under the Agreement or any other agreement between Customer and Guardian; (y) terminate the Agreement or any other agreement between Customer and Guardian, whereby any and all obligations of Customer, including payments or deliveries due, will, at the option of Guardian, become immediately due and payable or deliverable, as applicable; and/or (z) exercise rights of Set-off. If Guardian suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and Customer shall be responsible for and, promptly following receipt of an invoice from Guardian, Customer shall make payment to Guardian for, the price of the Product (as determined in accordance with the sales agreement) and all reasonable costs resulting from Customer's Event of Default as identified above, including all costs associated with the transportation (including demurrage and other shipping related charges), storage, and sale of the Product, less the proceeds of such sale. The foregoing rights shall be cumulative and alternative and in addition to any other rights or remedies to which Guardian may be entitled hereunder or at law or in equity, including specific performance. In addition, Guardian shall be entitled to recover from Customer all court costs, attorneys' fees and expenses incurred by Guardian in connection with Customer's Event of Default, and interest on past due amounts as set forth in Section 6 (Payment; Late Payment; Cost of Enforcement Expenses; Set-Off) above. **“Bankruptcy Event”** means the occurrence of any of the following events with respect to Customer or any Performance Assurance provider for Customer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

9. Limits on Warranties and Damages.

a. Subject to Customer's adherence to the process set forth in Section 10 (Deadlines for Inspection and Claims) below, Guardian warrants to Customer only that, at the earlier of the time (i) title to the Product passes to the Customer and (ii) risk of loss passes to the Customer: (a) Guardian will deliver good title to the Product and the Product shall be free from any security interest, lien or encumbrance, and (b) the Products will be as described on the Sales Agreement and, with respect to clear glass Products, subject to tolerances and variations consistent with usages of the trade and with factory practices concerning dimensions, tolerances and variations consistent with practical testing and inspection methods. Guardian provides additional written limited warranties for certain fabricated, coated or safety glazing Products and those warranties are located on our website at <https://www.guardianglass.com/us/en/warranty-information>. Guardian's advertising, Product brochures and sales presentations present Guardian's opinion only; do not present representations, affirmations or promises; are not part of the basis for the bargain; and should not be relied on by Customer. **Guardian's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the Products or a refund of the purchase price actually paid by Customer, at Guardian's sole option. THE FOREGOING WARRANTIES STATE GUARDIAN'S ENTIRE WARRANTY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATED TO THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, GUARDIAN MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND GUARDIAN EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No Guardian employee has authority to give any oral warranty, or to change or supplement Guardian's written warranties without specific written authorization from a Guardian corporate officer addressed to Customer.

b. Guardian will have no liability for defects, whether hidden or apparent, resulting from the improper storage, use, installation, processing or other treatment of the Products. Customer will be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from Guardian, if any, or made available at <https://www.guardianglass.com/us/en/tools-and-resources/library/product-literature>, in relation to the Products.

c. GUARDIAN WILL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO CUSTOMER'S ORDER OR GUARDIAN'S ACTS OR OMISSIONS, FOR: (i) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, OR LOSS OF USE; OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS AT ISSUE. Any action by Customer must be commenced within one year after the cause of action has accrued.

d. Customer is not authorized to and shall not make any representations or warranties with respect to the Product or any Intellectual Property on behalf of Guardian or Guardian's affiliates. To the extent that Customer makes any representations or warranties with respect to the Product (or any product in which Product has been incorporated) or any Intellectual Property, Customer shall be solely responsible for such representations and warranties and, to the fullest extent permitted by law, shall defend, protect, indemnify, and save harmless Guardian, its subsidiaries and affiliates, and each of their respective directors, officers, shareholders, agents and employees from and against loss, liability, demand, damage, claim, action, suit, proceeding, deficiency, reasonable out-of-pocket costs (including, without limitation, reasonable legal and accounting fees) resulting therefrom or arising in connection therewith. "Intellectual Property" means the trademarks, patents and other intellectual property (including patent applications, copyrights, trade secrets, trade dress and trade names) that are incorporated, used, practiced or embodied in the Product or in connection with the manufacture, blending, use or sale of the Product.

10. Deadlines for Inspection and Claims.

a. Customer will inspect each delivery from Guardian, and will notify Guardian of, and will note in writing on the bill of lading any discrepancies between the delivery and the bill of lading (including breakage and wet glass), and will sign the Bill of Lading and have the driver sign the Bill of Lading, before the driver leaves Customer's premises; otherwise Guardian will not give credit for any discrepancies.

b. Customer will inspect all Products purchased and will notify Guardian of any damage or apparent defects by the end of the seventh business day after the day of delivery, and in any event before Customer processes the Products. Customer will retain Products damaged in transit and Products with apparent defects, and make them available for inspection by Guardian for two weeks after notifying Guardian of the damage or apparent defect, or longer if so requested by Guardian, and will return such Products to Guardian at Guardian's request and expense.

c. Guardian will have no liability whatsoever for any damage, apparent defect or non-conformity of which Guardian is not notified by Customer, or if the relevant Products are not made available for inspection, in the manner required by this Section. All requests for credits must be made in writing to Customer's Guardian account manager. Credit requests must include case tags.

11. Indemnification by Customer. Customer agrees to indemnify, defend, and hold harmless Guardian, its subsidiaries and affiliates, and each of their respective directors, officers, shareholders, agents and employees, against any loss, liability, demand, damage, claim, action, suit, proceeding, deficiency, reasonable out-of-pocket costs (including, without limitation, reasonable legal and accounting fees), or expenses directly or indirectly relating to, arising from, or in connection with: (a) possession, use, misuse, storage, transportation, handling or disposal of any Product, at or after the earlier of the time that title to or risk of loss of the Product passes to Customer, (including, but not limited to Customer's installation, processing or treatment of the Products or integration of the Products with systems or components not supplied by Guardian) or any product in which Product has been incorporated; (b) importation, exportation, marketing, sale, re-sale or distribution of any Product or any product in which Product has been incorporated, or the use or misuse of any Intellectual Property or any other intellectual property, in each case by or on behalf of Customer or Customer's affiliates, distributors, representatives, agents, contractors or subsequent purchasers or their respective employees, officers and directors; (c) Guardian's manufacture of the Products in accordance with Customer's drawings, specifications or other instructions; (d) Customer's failure to apply all professional standards, customary instructions or written instructions from Guardian in relation to the Products; (e) any unauthorized use of Guardian's Racks (defined below); or (f) breach of any of the terms of the Agreement.

12. Packaging and Transport Materials.

a. Transport racks on which Products may be delivered ("Racks") remain the property of Guardian, and Customer is responsible for returning to Guardian all Racks without delay in good condition. Customer will pay upon receipt of an invoice for any Racks not returned within 5 days after Guardian's (or its representative's) written request for such Racks, at the purchase price at which similar new Racks are then available to Guardian. Customer will not transfer or purport to transfer Racks or an interest in Racks. Unless otherwise specifically agreed to in the Sales Agreement, any wooden packaging becomes Customer's property when received. Any expendable packaging is at Customer's cost.

b. Customer will use reasonable care in handling Racks. Customer is responsible for any loss or damage to Racks that may occur from the time glass is delivered to Customer on Guardian's Racks until the Racks are returned to Guardian. Guardian's Racks are designed solely for the transport and temporary storage of the Products delivered to Customer using such Racks. Customer is only authorized to use such Racks for receiving and temporarily storing the Products that Customer purchases from Guardian and for no other purpose. Customer will indemnify and defend Guardian against any claim, liability or other loss for personal injury or damage to property arising from Customer's unauthorized use of the Racks. Except to return Racks to Guardian, Customer will not remove Racks from Customer's premises including, but not limited to, moving Racks to Customer's facilities other than the delivery location and facilities of Customer's end customers. Customer will not remove Guardian's labels or markings from Racks.

c. Guardian will use commercially reasonable efforts to keep a sufficient number of Racks to handle Customer's orders based on Customer's historical ordering patterns; provided, that Guardian makes no guarantee regarding the availability of Racks for packing and shipment of Customer's orders. If Customer reduces the amount of glass regularly purchased, Guardian may reduce the number of Racks it keeps available to pack Customer orders. If Customer anticipates increased purchases, it should provide 12 to 16 weeks advance notice to provide Guardian time to attempt to secure additional Racks for such orders.

13. Special Services or Products. Special services or Products, including, without limitation fabrication, tempering, edge deletion or cutting, may be subject to additional fees and terms and conditions established by Guardian.

14. Compliance with Laws. Customer will be responsible for compliance with any and all federal, state or local laws, rules or regulations respecting the Products, including the safety, use or export of the Products. Customer will neither (i) take any action, nor (ii) refrain from taking any action which, in either case, could result in liability for either Customer or Guardian or their respective affiliates under applicable law, including, to the extent applicable to such party or its respective affiliates, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the OECD Anti-Bribery Convention, or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Customer's breach of the preceding sentence constitutes cause for immediate termination of a Purchase Order or supply agreement. Customer will indemnify, defend and hold harmless Guardian from and against any claims that arise from its or its employees, contractors, agents or representative failure to comply with law.

15. Authority. Customer represents and warrants to Guardian (a) that it possesses all of the corporate (or other entity) approvals and authorizations to empower it to enter into the Agreement and to fulfill all of its obligations; and (b) that it is financially solvent and possesses and/or has readily available to it the financial means and resources required for the performance of its obligations under the Agreement.

16. Confidentiality. Except as may be agreed to in writing by Guardian (or, with respect to the following clause (i), as may be necessary for Customer to perform its obligations herein), Customer shall maintain in confidence (i) all information concerning costs and price to be disclosed in connection with the Agreement, and (ii) the terms of the Agreement. Unless disclosure is required by law, in which event Customer shall give Guardian prompt notice of such requirement and cooperate with Guardian in obtaining confidential treatment of same, Customer shall not disclose such information other than to its employees with a need to know such information in connection with performance under the Agreement.

17. Entire Agreement; Modifications; Amendments; Waivers. The Agreement supersedes all prior negotiations, discussions, and dealings concerning the subject matter hereof and constitutes the entire agreement between Guardian and Customer concerning the subject matter hereof. No amendment,

modification, waiver or release of any provisions hereof shall be effective against Guardian unless the same is in writing and such writing: (a) specifically refers to the Agreement; (b) specifically identifies the term amended, modified, waived or released; and (c) is signed by a duly authorized representative of Guardian. Any waiver by either party of a default or breach or any term, condition, or obligation under the Agreement will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver.

18. Severability. If any provision of these Terms is found by a proper authority to be unenforceable, that provision will be severed, and the remainder of these Terms will continue in full force and effect. Guardian and Customer will, to the extent reasonably possible, take such actions as are necessary to give effect to the intent of the severed provision and to provide to each party substantially the same benefits as such party would have received hereunder if such invalid part of the Terms had been enforceable.

19. Governing Law. The Agreement will be governed by the laws of the State of Michigan, USA. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions under the Agreement. If specifically noted in the sales agreement, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference, except to the extent that any such provisions are contrary to or inconsistent with any of the terms of the Agreement.

20. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Agreement or the transactions contemplated by the Agreement must be instituted only in the United States District Court for the Eastern District of Michigan or in a Michigan state court sitting in Oakland County, Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, without prejudice to Guardian's right to bring litigation in the courts of Customer's location. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. CUSTOMER AND GUARDIAN EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.

21. Force Majeure. Guardian will not be liable or responsible to Customer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts beyond Guardian's control, including, without limitation: (a) acts of God (including an earthquake, typhoon, cyclone, tornado or hurricane); (b) flood, fire or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic or pandemic; (j) operational or technical issues at Guardian's facilities; and (k) shortage of adequate power or transportation facilities. Guardian will promptly provide notice to Customer of the force majeure event, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

22. Impracticability. Guardian may terminate the Agreement and Guardian shall not be liable to Customer for such termination if, for any reason, (a) Guardian (or Guardian's contractor) temporarily shuts down or reduces production of the Products in the unit(s) or the plant (i) in which, or at which, the Product (or any component thereof) is manufactured or (ii) in closest proximity to the delivery point identified in the Agreement, in either case, for 15 consecutive days or 20 days in any 30 day period or (b) Guardian (or Guardian's contractor) shuts down the terminal (i) where Product (or any component thereof) is stored or (ii) in closest proximity to the delivery point identified in the Agreement, in either case, for 15 consecutive days or 20 days in any 30 day period.

23. Assignability. Customer may not assign, delegate or otherwise transfer any of its rights or obligations under the Agreement without Guardian's prior written consent, whether in connection with a sale of stock, sale, transfer or lease of all or substantially all of Customer's assets, merger, or otherwise by operation of law. Customer's request for such consent must be accompanied by, and will be subject to Guardian's evaluation of, the proposed transferee's completed and signed Application for Credit from Guardian. No assignment or delegation by Customer will relieve Customer of any of its obligations under the Agreement.

24. Successors and Permitted Assigns. The Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. Notice. All notices, consents, communications or transmittals under the Agreement shall be in writing and shall be deemed received on the day of delivery (or, if such day is not a business day, on the next business day) if personally hand delivered or sent by email (with written confirmation of the completed transmittal); or within one (1) business day if sent by reputable overnight courier addressed to the party to whom such notice is given at the address of such party stated in the Agreement or such other address as may be specified by such party in a notice given in accordance with this Section.

26. Access to Guardian Facilities. If and to the extent that Product sold hereunder is to be delivered from any Guardian (or Guardian's contractor's) facility, Guardian (or Guardian's contractor) shall have the right to require the execution of an Access Agreement prior to granting Customer, its contractors, or its agents access to such facility. Customer agrees that it, and its contractors and agents, will comply with all of Guardian's (or Guardian's contractor's) safety rules and regulations when they are at Guardian's (or Guardian's contractor's) facility in connection with the performance of the Agreement.

27. Survival. These Terms shall survive the expiration or any termination of the Agreement and the cessation of business transactions between Customer and Guardian, and Customer's obligations under the Agreement shall remain in full force and effect as necessary for the purpose of compliance with these Terms.

28. Counterparts; Electronic Transactions. The Agreement may be executed in separate counterparts, and all such counterparts taken together will constitute one and the same agreement. This Agreement may be signed and transmitted by facsimile machine or electronic mail (via .pdf or similar transmittal), and any signatures so transmitted shall be treated as original signatures. The Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.