



<p><b>TERMS AND CONDITIONS FOR THE PURCHASE OF GLASS RAW MATERIALS AND GLASS PRODUCTION GOODS</b></p> <p><b>INTRODUCTION:</b> These terms and conditions for the purchase of glass raw materials and glass production goods apply to the purchase of materials and applicable services used directly in the production of glass products to be sold to Guardian’s customers. Examples include, but are not limited to, targets used for production of coated glass, sand, soda ash and other minerals and materials used in the production of glass products. These terms and conditions do not apply to the purchase of goods or services that are not used directly in the production of glass products, including without limitation, office supplies, manufacturing equipment, capital equipment, construction work, professional services, etc. and for such goods are superseded and replaced in their entirety by the General Terms and Conditions for Purchase of Non-Production Goods (including Equipment) or In-Plant Services.</p> <p>1. Purpose and Use; Defined Terms.</p> <p>1.1. Purpose and Use. These Terms and Conditions for the Purchase of Glass Raw Materials and Production Goods (the “Glass Production Terms”) apply to the purchase of items by Guardian Glass, LLC or its direct or indirect subsidiaries (collectively referred to in these Glass Production Terms as “Guardian”) if a Buyer chooses to contract with Seller to purchase such goods or services, as applicable. Section 2 describes how the Parties may enter into a binding contract for Production Goods and/or Production Services. The applicable rights, obligations and liabilities of each Buyer under a Contract are solely those of such Buyer and neither Guardian nor any of its Affiliates or any other Buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Guardian or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others. The Production Goods or Production Services, as applicable, may be more fully described in the Buyer-approved specification referenced in the RFQ, Commercial Agreement or Purchase Order (the “Specification”). Changes to these Glass Production Terms are not part of the Contract unless Buyer expressly agrees to them in writing. The terms set forth in the following sections will be applicable to Seller and Seller Group at all times during the Term whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties: Section 9 (Indemnity); Section 10 (On-Site Work); Section 10.4 (Seller’s Insurance); Section 12 (Compliance with Laws); Section 14.1 (Confidentiality); and Section 14.11 (Publicity and Use of Name and Marks).</p> <p>1.2. Purchases by SRG Global, Inc. and its direct and indirect subsidiaries. To the extent Seller is a supplier of</p>	<p>采购玻璃原材料和玻璃生产商品的条款和条件</p> <p>简介：采购玻璃原材料和玻璃生产商品的这些条款和条件适用于采购直接用于生产要销售给 Guardian 的客户的玻璃产品的材料和适用服务。实例包括但不限于用于生产涂覆玻璃、砂、苏打灰和其他矿物的目标和用于生产玻璃产品的材料。这些条款和条件不适用于采购不直接用于生产玻璃产品的商品或服务，包括但不限于办公用品、制造设备、资本设备、建筑工程、专业服务，对于此类商品，条款和条件由针对采购非生产商品（包括设备）或厂内服务的一般条款和条件完全取代和替换。</p> <p>1. 目的和用途；定义的条款。</p> <p>1.1. 目的和用途。如果买方选择与卖方签订合同以采购此类商品或服务（如适用），这些采购玻璃原材料和生产商品的条款和条件（“玻璃生产条款”）适用于 Guardian Glass, LLC 或其直接或间接子公司（在这些“玻璃生产条款”中统称为“Guardian”）采购物品。第 2 节描述了缔约方如何签订生产商品和/或生产服务的具有约束力的合同。根据合同，每个买方的适用权利、义务和责任仅为该买方的权利、义务和责任，且 Guardian 或其任何关联公司或任何其他买方均不对此类买方的任何义务或责任负责。在任何情况下，非特定合同的当事人，Guardian 或任何买方都不对他人的义务承担连带责任。生产商品或生产服务（如适用）可在 RFQ、商业协议或采购订单（“规范”）中引用的买方批准的规范中进行更全面的描述。除非买方以书面形式明确同意，否则对这些玻璃生产条款的更改不属于合同的一部分。无论双方之间是否存在任何有效的采购订单或商业协议，以下各节中规定的条款将始终适用于卖方和卖方集团：第 9 节（赔偿）；第 10 节（现场工作）；第 10.4 节（卖方保险）；第 12 节（遵守法律）；第 14.1 节（保密）；第 14.11 节（名称和标记的公开和使用）。</p> <p>1.2. SRG Global, Inc. 及其直接和间接子公司的采购。如果卖方是直接用于生产供应给 SRG Global, Inc. 客</p>
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production components, materials and applicable services directly used in the production of goods supplied to customers of SRG Global, Inc., including raw materials, components or finished goods such as clips, badges, or fasteners, these Glass Production Terms do not apply and are superseded and replaced in their entirety by the SRG Global General Terms and Conditions of Purchase of Production Goods.

1.3. Certain Defined Terms. “Affiliate” of an entity means any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity. “Buyer” is the Guardian entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. “Commercial Agreement”, if entered into by the Parties, is a written document signed by Buyer and Seller, describing the purchased Production Goods or Production Services, and setting forth the commercial terms for purchase of Production Goods and Production Services and may be used in lieu of or with a Purchase Order to evidence Buyer’s purchase of Production Goods and Production Services. The Commercial Agreement may be in the form of a SOW. A Commercial Agreement is not binding unless it is signed by both Parties. The “Contract,” if entered into by the Parties, is comprised of (a) these Glass Production Terms, (b) the applicable Purchase Order, (c) the Commercial Agreement, if applicable, (d) the Specifications, if applicable, (e) the SOW, if applicable, (f) the applicable Buyer’s then-current Supplier Quality Manual, and (g) any other document specifically agreed to by the Parties in writing which references these Glass Production Terms or the applicable Commercial Agreement. “Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting securities, by contract, or otherwise. “Effective Date” is the date when these Glass Production Terms are signed by Seller or when Seller otherwise accepts these Glass Production Terms via Buyer’s electronic procurement system. “Production Goods” means the goods identified in any applicable Purchase Order or other applicable Commercial Agreement that are used directly in the production of glass products which include, but are not limited to, raw materials. “Party” means Buyer or Seller, as applicable. “Purchase Order” is a document that may be issued by Buyer to Seller to evidence Buyer’s purchase of Production Goods and/or Production Services. “Purchase Price” means the price for the Work to be paid by Buyer to Seller as set forth in the Purchase Order or Commercial Agreement. “RFQ” means the request for quotation, request for proposal, or similar document, issued by Buyer for the Production Goods and/or Production Services. “Seller” means the entity from which the Buyer purchases Production Goods or Production Services. “Seller Group” means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives and invitees. “Production Services” means the services provided in connection with the supply of Production Goods which may be identified in a Purchase Order, Commercial Agreement, Specification, SOW or one of more of such documents. “SOW” is a Statement of Work that the Parties may use to set out the commercial terms of the Production Services to be

户的商品的生产部件、材料和适用服务，包括原材料、部件或成品（如夹子、徽章或紧固件）的供应商，那么这些玻璃生产条款不适用，并且由 SRG 全球通用生产商品采购条款和条件全部取代和替换。

1.3. 某些定义的条款。实体的“附属实体”是指通过一个或多个中介机构直接或间接控制、受该实体控制或与该实体共同控制的任何其他实体。“买方”是在采购订单或双方其他适用的商业协议中确定的监护实体。“商业协议”，如果由双方签订，则是由买方和卖方签署的书面文件，描述所采购的生产商品或生产服务，并列出采购生产商品和生产服务的商业条款，并且可以代替采购订单或与采购订单一起使用，以证明买方采购生产商品和生产服务。商业协议可以是 SOW 的形式。除非双方签署，否则商业协议不具有约束力。如果双方签订“合同”，则包括 (a) 这些玻璃生产条款，(b) 适用的采购订单，(c) 商业协议（如适用），(d) 规范（如适用）(e) SOW（如适用）(f) 适用的买方当时的供应商质量手册，以及 (g) 双方书面明确同意的任何其他文件，其中引用了这些玻璃生产条款或适用的商业协议。“控制”（及其相关含义，术语“受控于”和“在共同控制下”）是指就任何个人或实体而言，通过所有权或表决权证券、合同或其他方式直接或间接占有指导或导致另一个人或实体的管理或政策指示的权力。“生效日期”是卖方签署这些玻璃生产条款的日期，或者卖方通过买方的电子采购系统接受这些玻璃生产条款的日期。“生产商品”是指在任何适用的采购订单或其他适用的商业协议中确定的直接用于生产玻璃产品的商品，包括但不限于原材料。“方”是指买方或卖方（如适用）。“采购订单”是买方向卖方发出的文件，用于证明买方采购生产商品和/或生产服务。“采购价格”是指采购订单或商业协议中规定的买方向卖方支付的工作价格。“RFQ”是指买方向生产商品和/或生产服务发出的询价单、报价书或类似文档。“卖方”是指买方从其采购生产商品或生产服务的实体。“卖方集团”是指卖方，其分包商及其各自的雇员、分包商、代理商、代表和被邀请者。“生产服务”是指提供的与生产商品供应有关的服务，可在采购订单、商业协议、规格、SOW 或其中一种或更多种此类文件中予以识别。“SOW”是指缔约方可用来确定将要执行的生产服务的商业条款的工作说明书。除非双方签署，否则 SOW 对缔约方不具约束力。“工作”是指根据同一合同采购的生产商品和生产服务的统称，如果是根据单独的合同采购，则指单独的生产商品和生产服务。

<p>performed. A SOW is not binding on the Parties unless it signed by both Parties. “Work” means the Production Goods and Production Services collectively when purchased together under the same Contract and individually if purchased under separate Contracts.</p> <p>2. Forming a Contract.</p> <p>2.1. With RFQ. If Seller has received an RFQ from Buyer, this Section 2.1 applies.</p> <p>(a) Submitting Quotations. Seller must submit its quotation in writing, and it must be signed by Seller’s authorized representative.</p> <p>(b) Meaning of Quotations. Seller’s quotation is deemed to be an offer to sell on precisely the basis set forth in these Glass Production Terms and the Specifications provided as part of the RFQ. If Seller wishes to quote on a different basis or to change any of the terms, Seller must seek amended specifications or conditions from Buyer before Seller submits its quotation. Seller’s quotation will be open for acceptance for the time specified in the Specifications (if no time is specified, for three months).</p> <p>(c) Acceptance and Forming a Contract. Buyer reserves the right to reject any offer in its sole discretion. Seller and Buyer have a binding agreement with respect to the Work when Buyer either: (i) accepts Seller’s offer by delivering Seller a Purchase Order in response to Seller’s quotation and (A) the price on the Purchase Order matches the price in the quotation; or (B) the price on the Purchase Order is different from the price on the quote and Seller confirms Seller’s acceptance of the change by accepting the Purchase Order or beginning work; or (ii) enters into a Commercial Agreement with Seller in response to Seller’s quotation. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.</p> <p>2.2. Purchase Order – Acceptance and Contract Formation. If Seller has not submitted a quotation to Buyer in response to an RFQ, this Section 2.2 applies. Seller and Buyer have a binding agreement with respect to the Work when Seller accepts Buyer’s Purchase Order, which is deemed to include these Glass Production Terms. Purchase Order acceptance occurs when Seller (a) begins or continues to perform the Work; or (b) accepts the Purchase Order; or (c) enters into a Commercial Agreement with Buyer. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.</p> <p>2.3. Order of Precedence. If there is a conflict between any of the documents that comprise the Contract, the order of precedence is: (a) the applicable Purchase Order and Commercial Agreement, as applicable, (b) the SOW, (c) the Specification, (d) these Glass Production Terms, and (e) the applicable Buyer’s then-current Supplier Quality Manual. For the avoidance of doubt, a Purchase Order may only supplement these terms with respect to pricing, schedule, and other specific aspects of the Production Goods or Production Services and not as to general terms and conditions related to the supply of Production Goods or Production Services that are otherwise provided for in these Glass Production Terms. Buyer expressly objects to, and does not accept, any changes or additions to the Contract that Seller makes and no such changes or additions are part of the Contract unless each Party expressly agrees to them in writing.</p>	<p>2. 形成合同。</p> <p>2.1. 具有 RFQ。如果卖方已从买方处收到 RFQ，则第 2.1 节适用。</p> <p>(a) 提交报价单。卖方必须以书面形式提交报价，且必须由卖方授权代表签字。</p> <p>(b) 报价单的含义。卖方的报价被认为是按照这些玻璃生产条款和作为 RFQ 一部分提供的规范所规定的基础进行销售的报价。如果卖方希望以其他方式报价或更改任何条款，那么卖方必须在卖方提交报价之前向买方寻求修正的规范或条件。卖方的报价将在规范中指定的时间内（如果未指定时间，则为期三个月）开放供接受。</p> <p>(c) 合同的接受和形成。买方保留以其唯一的自由裁量拒绝任何报价的权利。在以下情况下卖方和买方就工作签订具有约束力的协议，即当买方：(i) 响应卖方的报价向卖方交付采购订单来接受卖方的报价，以及 (A) 采购订单上的价格与报价中的价格相符时，或 (B) 采购订单上的价格与报价上的价格不同，卖方通过接受采购订单或开始工作来确认卖方接受该变更时；或 (ii) 响应卖方的报价与卖方签订商业协议时。如果卖方在收到后 5 个工作日内未以书面形式拒绝，那么卖方将被视为已接受该采购订单。</p> <p>2.2. 采购订单—接受和合同形成。如果卖方未向买方提交报价单作为对 RFQ 的响应，则第 2.2 节适用。当卖方接受买方的采购订单时，卖方和买方就工作签订了具有约束力的协议，该协议被视为包括这些玻璃生产条款。在以下情况下将会发生采购订单的接受，即当卖方 (a) 开始或继续执行工作时；或 (b) 接受采购订单时；或 (c) 与买方达成商业协议时。如果卖方在收到后 5 个工作日内未以书面形式拒绝，那么卖方将被视为已接受该采购订单。</p> <p>2.3. 优先顺序。如果构成本合同的任何文档之间存在冲突，则优先顺序为：(a) 适用的采购订单和商业协议（如适用），(b) SOW，(c) 规范，(d) 这些玻璃生产条款，以及 (e) 适用的买方当时的供应商质量手册。为避免疑义，采购订单只能在生产商品或生产服务的定价、进度和其他特定方面对这些条款进行补充，而不是对与玻璃生产条款中另有规定的与生产商品或生产服务供应相关的一般条款和条件进行补充。买方明确反对并且不接受卖方对合同所作出的任何变更或增补，除非各方以书面形式明确同意，否则不得对合同作出任何此类变更或增补。</p>
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<p>2.4. Affiliate Adoption. Seller agrees that if any Affiliates of Guardian or Buyer wish to purchase Production Goods or Production Services from Seller by issuing Purchase Orders or entering into other Commercial Agreements with Seller (an “Affiliate Contract”), these Glass Production Terms can be incorporated by reference in any such Affiliate Contract as if these Glass Production Terms were separately executed by such Affiliate (and solely by such Affiliate), provided, however, that (i) such Affiliate Contract may contain such additional supplementary provisions or amendments to these Glass Production Terms as Affiliate and Seller may agree upon in writing and (ii) if there is a conflict between the terms of the Affiliate Contract and these Glass Production Terms, the Affiliate Contract controls. For purposes of such Affiliate Contract, the term “Buyer” in these Glass Production Terms will be deemed to apply to such Affiliate. The applicable rights, obligations, and liabilities of a Buyer under an Affiliate Contract will be solely those of such Buyer and none of the Affiliates or Guardian will be responsible for any obligations or liabilities of such Buyer under an Affiliate Contract. The applicable rights, obligations, and liabilities of the Affiliate Buyer will be solely those of the Affiliate, and neither Guardian nor any other Buyer will be responsible for any obligation or liabilities of the Affiliate Buyer under such Affiliate Contract. Under no circumstances will Guardian or any of the Affiliates be jointly or severally liable for the obligations of others.</p> <p>2.5. Materials Testing and Product Needs. Notwithstanding the order of precedence in Section 2.3 or anything to the contrary in any Contract between Buyer and Seller, Buyer’s purchase obligations from Seller are subject, in all cases, to operational variations, third-party raw material testing and periods of equipment or furnace maintenance and repairs.</p> <p>3. Communication. If a representative of Buyer is identified in the Contract or otherwise identified in writing to Seller (“Buyer’s Representative”) that person is Buyer’s first point of contact and, except in an emergency (and then only to the extent made necessary by the emergency), Seller will not act on instructions from anyone else. Buyer may change Buyer’s Representative upon written notice or through notification via Buyer’s electronic procurement system. Seller’s representative as identified in the Contract or otherwise in writing (“Seller’s Representative”) is the person through whom all communication to Seller’s Group regarding the Work will be conducted. Seller represents and warrants to Guardian and Buyer that all personal data that Seller is providing in connection with these Glass Production Terms or under a Contract has been provided with voluntarily and Seller has received the employees’ consent to share such data or information with Guardian and Buyer.</p> <p>4. Delivery of Production Goods.</p> <p>4.1. Incoterms. Production Goods will be delivered per the INCOTERMS 2010 selected by the Parties and referenced in the Contract and in accordance with the release schedule agreed upon by the Parties.</p> <p>4.2. Delivery Schedule. Time is of the essence under the Contract and deliveries must be made both in quantities and at times specified in the applicable Contract. Seller will promptly notify Buyer if it anticipates that it will not meet the</p>	<p>2.4. 关联公司采用。卖方同意，如果 Guardian 或买方的任何关联公司希望通过发出采购订单或与卖方签订其他商业协议（“关联公司合同”）来从卖方采购生产商品或生产服务，那么这些玻璃生产条款可以通过引用方式并入任何此类关联公司合同，如同这些玻璃生产条款由此类关联公司（并且仅由此类关联公司）单独执行，但是 (i) 此类关联公司合同可能包含此类附加补充条款或对这些玻璃生产条款的修订，因为关联公司和卖方可以书面形式达成一致意见，并且 (ii) 如果关联公司合同的条款与这些玻璃生产条款之间存在冲突，则以关联公司合同为准。就此类关联公司合同而言，这些玻璃生产条款中的“买方”一词将被视为适用于此类关联公司。根据关联公司合同，买方的适用权利、义务和责任仅为该买方的权利、义务和责任，并且任何关联公司或 Guardian 均不对此类买方根据关联合同承担的任何义务或责任负责。关联公司买方的适用权利、义务和责任仅为关联公司的权利、义务和责任，Guardian 或任何其他买方均不对该关联公司买方根据此类关联公司合同承担的任何义务或责任负责。在任何情况下，Guardian 或任何关联公司均不对其他人的义务承担连带或双重责任。</p> <p>2.5. 材料测试和产品需求尽管有第 2.3 节中的优先顺序或买方与卖方之间的任何合同中有任何相反的规定，但在所有情况下，买方对卖方的采购义务均受操作变化、第三方原材料测试以及设备或熔炉维护和维修周期的限制。</p> <p>3. 通信。如果合同中确定了买方代表或以书面形式向卖方确认（“买方代表”）此人是买方的第一联系人，除紧急情况外（并且仅在紧急情况下必要的范围内），卖方不会按照其他人的指示行事。买方可以书面通知或通过买方的电子采购系统通知更改买方代表。在合同中或以其他方式以书面形式确定的卖方代表（“卖方代表”）是指通过其与卖方集团就工作进行所有通信的人员。卖方向 Guardian 和买方声明并保证，卖方根据这些玻璃生产条款或合同提供的所有个人数据均为自愿提供，并且卖方已获得员工同意与 Guardian 和买方共享此类数据或信息。</p> <p>4. 生产商品的交付。</p> <p>4.1. 国际贸易术语。生产商品将按照缔约方选定并在合同中引用的 2010 年 INCOTERMS 交付，并按照双方商定的发行计划进行。</p> <p>4.2. 交付计划。时间按合同执行至关重要，交付必须按适用合同中规定的数量和时间进行。如果卖方预计将不能满足适用计划，将立即通知买方。卖方负责满足</p>
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applicable schedule. Seller is responsible for any premium or special freight required to meet such delivery schedule and will indemnify and hold harmless Buyer from and against any costs or damages incurred by Buyer as a result of or related to late delivery caused by the acts or omissions of a member of Seller Group. If there is a delay in loading Production Goods at Seller's facility, Seller is responsible for any detention costs assessed to Buyer. If delivery is by rail, Buyer will have the number of days as described in the Contract from the time the Production Goods arrive at Buyer's facility to unload the Product and to release the rail cars to the railroad; if no days are specified in the Contract, Buyer will have the number of days that it reasonably requires to safely unload product consistent with its normal operations. If the transportation method specified in the Contract no longer meets Buyer's requirements or becomes excessively costly, the Parties agree to discuss an alternative transportation method.

4.3. Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will package the Production Goods in accordance with sound commercial practices (including placing the Production Goods in appropriately protected containers) and any instructions of Buyer to ensure that the Production Goods reach the applicable Buyer facility in good condition and that the Production Goods may be unloaded without damage. Packaging is included in the Purchase Price. Each package of Production Goods must be properly labeled in order to enable an immediate and clear identification of Seller's name, the receiver and the nature and quantity of Production Goods and will contain any other information that is required to be included on the label or packaging according to the laws that are applicable to the place (state, country, etc.) where the Production Goods will be delivered. Seller will ensure that the Production Goods will resist damage during their transportation and handling.

4.4. Allocation and Competitiveness. If Seller is unable to meet all of its supply requirements due to a Force Majeure event, Seller acknowledges that it has a contractual responsibility to Buyer and that Buyer relies on the Production Goods for continued operations of one or more of its facilities. Seller will use commercially reasonable efforts to supply Production Goods to Buyer before its other customers that do not strictly rely on the Production Goods and do not have strict specifications for the Production Goods.

#### 5. Changes & Product Quality.

5.1. Buyer-Requested Changes. Buyer may request changes in the Production Goods, but Seller should only act on changes that are requested by Buyer's Representative in writing. If any change that Buyer requests requires a change in the Purchase Price or the delivery schedule, Seller must provide Buyer with a written quotation showing the Purchase Price and effect of all changes on the delivery schedule. Unless the quotation is accepted in writing by Buyer's Representative, no change in the Purchase Price or the delivery schedule will be permitted. If a change Buyer requests reduces the cost or time required to provide the Production Goods, Seller will promptly make an equitable adjustment in the Purchase Price or the delivery schedule.

此类交付计划所需的任何溢价或特殊运费，并且将对买方因卖方集团成员的行为或不作为而造成的延迟交付或与之相关的任何费用或损失给予赔偿并使买方免受损害。如果在卖方设施装载生产商品时出现延迟，卖方负责向买方提出评估的任何滞留费用。如果交付是通过铁路进行，则买方将拥有的天数如合同中所述，天数从生产商品到达买方设施的时间开始到卸下产品并将铁路车辆释放到铁路的时间；如果合同中没有规定天数，买方将拥有与其正常操作一致的安全卸载产品所合理需要的天数。如果合同中规定的运输方式不再符合买方的要求或成本过高，则双方同意讨论替代运输方法。

4.3. 包装和装运。买方可以指定运输方式、装箱单的类型和数量以及每批装运应提供的其他文档。卖方将根据合理的商业惯例（包括将生产商品放入受适当保护的容器中）和买方的任何指示包装生产商品，以确保生产商品完好无损地到达适用的买方设施，并且确保生产商品可以在不损坏的情况下卸载。包装包括在采购价格中。每件生产商品包装都必须贴上适当的标签，以便能够立即清楚地识别卖方的名称、接收方以及生产商品的性质和数量，并且将包含根据适用于生产商品交付地点（州、国家等）的法律要求包含在标签或包装上的任何其他信息。卖方将确保生产商品在运输和处理过程中免受损坏。

4.4. 分配和竞争力。如果卖方因不可抗力事件无法满足其所有供应要求，卖方承认其对买方负有合同责任，并且买方依赖生产商品继续运营其一个或多个设施。在其他客户不严重依赖生产商品并且对生产商品没有严格规范的前提下，卖方将通过商业上合理的努力向买方提供生产商品。

#### 5. 变更与产品质量。

5.1. 买方请求的变更。买方可以要求更改生产商品，但卖方应仅对买方代表以书面方式要求的更改采取行动。如果买方要求的任何变更需要更改采购价格或交付计划，卖方必须向买方提供书面报价，说明采购价格和交付计划上所有变更的影响。除非买方代表以书面形式接受报价，否则不允许更改采购价格或交付计划。如果买方要求的变更减少了提供生产商品所需的成本或时间，卖方将立即对采购价格或交付计划进行公平调整。

<p>5.2. Product or Production Process Changes. If Seller makes any changes to the production, manufacturing or packaging processes that may affect the Production Goods (including but not limited to manufacturing locations, implementation of toll manufacturing, mining area changes, composition, sizing, equipment changes, changes to the ingredients and/or technical characteristics of the substances or mixtures used in the Production Goods), Seller will inform the applicable Buyer and obtain the applicable Buyer's written agreement to such changes in advance. In no event is Seller authorized to change the Specification unless it has received Buyer's express written consent. In addition to any other rights that Buyer may have, if Seller does not obtain Buyer's prior agreement for the applicable change, Buyer may immediately begin to purchase Production Goods from another supplier, and without liability to Buyer, and Seller will be required to pay any costs Buyer incurs in connection with such change.</p> <p>5.3. Quality control of Seller and Inspection by Buyer.</p> <p>(a) Seller will perform and document analyses of the Production Goods in intervals required to confirm that the Product meets the Specifications but in any event no less frequently than once per shift. Seller will provide to Buyer a certificate of analysis with each shipment of Production Goods certifying that the Production Goods meet the Specification.</p> <p>(b) With respect to raw materials only, Seller will also: (i) provide a certificate of analysis at such intervals agreed to by the Parties that, at a minimum, will contain the Production Good PSD and chemistry and results of testing for refractory heavy mineral particles (RHMs), and any other tests as may be specified in the Contract, via a representative sample; and (ii) Seller will also run an RHM test, and any other test specified in the Contract, after any major quarry issues or process changes.</p> <p>(c) Seller, being fully responsible for the quality of the Production Goods, follows, and will continue to follow, the quality control procedure disclosed or provided to Buyer which may be referenced in the Contract (the "QC Procedure"). Seller will not make any modifications to its QC Procedure that may have an adverse impact on the quality of the Production Goods without receiving Buyer's prior written consent which will not be unreasonably withheld or delayed. Buyer has the right, upon reasonable prior notice and during normal business hours, to enter onto Seller's premises to inspect Seller's production processes, test the Production Goods and confirm that Seller is following its QC Procedure. Notwithstanding the foregoing, Buyer will have the right to conduct random tests of Production Goods received from Seller to determine whether the Production Goods meet the Specifications and, promptly upon request, Seller will provide Buyer with samples of Production Goods for testing at no charge to Buyer.</p> <p>5.4. Acceptance of Production Goods. The Specifications may include a specific acceptance test in which case Buyer will accept the Production Goods when the acceptance test has been successfully completed. Taking possession of or using the Production Goods does not constitute acceptance when an acceptance test has been specified.</p> <p>5.5. Inspection of Delivered Products. Buyer will review the shipping documents that accompany each shipment and</p>	<p>5.2. 产品或生产过程变更。如果卖方对可能影响生产产品的生产、制造或包装流程作出任何更改（包括但不限于制造地点、实施收费制造、矿区变化、组成、规模调整、设备更换、生产商品中使用的物质或混合物的成分和/或技术特性的变化），卖方将通知适用的买方并提前就这些更改获得适用的买方的书面协议。在任何情况下，除非卖方已收到买方明确的书面同意，否则卖方不被授权更改本规范。除买方可能拥有的任何其他权利外，如果卖方未就适用的变更获得买方的事先协议，买方可以立即开始从其他供应商处采购生产商品，而不对买方承担任何责任，并且卖方将被要求支付买方因此类变更而产生的任何费用。</p> <p>5.3. 卖方的质量控制和买方的检查。</p> <p>(a) 卖方将按照要求的时间间隔执行和记录生产产品的分析以确认产品符合规范，但在任何情况下，也不得低于每班次进行一次。卖方将向买方提供每批生产产品的分析证明，证明生产产品符合规范。</p> <p>(b) 仅就原材料而言，卖方还将：(i) 按双方约定的时间间隔提供分析证明，其中至少包含生产良好的 PSD 和化学品以及耐火重矿物颗粒 (RHM) 的测试结果，以及合同中通过代表性样品规定的任何其他测试；以及 (ii) 在任何重大的采石问题或工艺变更之后，卖方还将进行 RHM 测试以及合同中规定的任何其他测试。</p> <p>(c) 卖方对生产产品的质量负全部责任，遵循并将继续遵循合同（“QC 程序”）中可能引用的向买方披露或提供的质量控制程序。未经买方事先书面同意，卖方不得对其 QC 程序进行任何可能对生产产品质量产生不利影响的修改，且不得无理拒绝或延迟书面同意。买方有权在合理的事先通知和正常工作时间内进入卖方的场所检查卖方的生产过程、测试生产产品并确认卖方正在遵循其 QC 程序。尽管有上述规定，买方仍有权对从卖方收到的生产产品进行随机测试，以确定生产产品是否符合规范，并且如有要求，卖方将立即向买方提供生产产品样品，以供买方免费测试。</p> <p>5.4. 生产产品的验收。规范可包括特定的验收测试，在这种情况下，买方将在验收测试成功完成后接受生产产品。在指定验收测试时，占有或使用生产产品不构成接受。</p> <p>5.5. 已交付产品的检查。买方将查看每批货物随附的装运单据，并将通知卖方其在计数或生产良好类型中</p>
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<p>will notify Seller of any discrepancies of which it is aware in count or Production Good type. Buyer will retain damaged or obviously defective Production Goods for inspection by Seller for a reasonable time after notifying Seller of the damage or obvious defect, or longer if requested by Seller and agreed to by Buyer, and will return such Production Goods to Seller at Seller's request and expense. Production Goods will be delivered with all relevant documents, such as but not limited to the Purchase Order reference, the quantity and type of Production Goods, the quantity of packages, any applicable instruction booklets, technical instructions, as well as accurate and complete customs documents, where required, pursuant to applicable law.</p> <p>6. Purchase Price; Payment; Withholding Payment and Taxes.</p> <p>6.1. Purchase Price. The Purchase Price will be paid in the denomination specified in the Purchase Order or Commercial Agreement and is the full consideration for all of the Seller's obligations and includes all fees and expenses of engineers, consultants and anyone that Seller engages or is in the Seller Group, as well as all materials, supplies, equipment, facilities, fabrication, manufacturing, packaging, administration and management necessary to fulfill Seller's obligations under the Contract. The payment terms are as specified in the Contract, but if no payment terms are stated, the payment terms are net 60 from the date of invoice or such shorter period as required by applicable law.</p> <p>6.2. Withholding Payment. Buyer may withhold or delay all or a part of any payment to Seller, or request reimbursement from Seller, or utilize bank guarantees, insurance guarantees or security deposits (if and as applicable) to the extent necessary to protect itself from a loss on account of: (i) defective portions of the Work not timely remedied; (ii) failure of Seller to make proper payments to its subcontractors; (iii) damage to work of another party caused by a member of Seller Group; (iv) failure of Seller to perform as required by the Contract; or (v) or to the extent of good faith dispute regarding an invoice.</p> <p>6.3. Taxes. Unless the Contract expressly states otherwise, and Buyer provides applicable documentation for any available exemptions from the imposition of taxes, the price(s) shown on the Purchase Order or Commercial Agreement includes all applicable transaction taxes of any kind, including but not limited to sales and use taxes and VAT. Each Party is responsible for the payment of its own income taxes. Payments to Seller, however, may be reduced by income tax withholding where applicable and Seller is responsible for providing Buyer with any required documentation that may reduce the amount of income tax withheld.</p> <p>7. Seller's Warranty. Seller warrants to Buyer that the Production Goods and, as applicable, the Production Services: (a) conform precisely to the Specifications and all other requirements of the Contract; (b) are free from defects in material and workmanship; (c) are merchantable and fit for the purposes stated in the Contract; (d) are conveyed to Buyer by Seller with good title; and (e) are conveyed to Buyer by Seller free and clear of all liens or security interests (collectively, the "Warranty").</p> <p>8. Non-Conforming Product.</p>	<p>发现的任何差异。在通知卖方损坏或明显缺陷后，买方将保留已损坏或明显有缺陷的生产商品，供卖方在一段合理的时间内进行检查，如果卖方提出请求并得到买方同意，则买方将保留更长的时间，并将按照卖方的请求和费用将此类生产商品退回给卖方。生产商品将根据适用法律随附所有相关文档，诸如但不限于采购订单编号、生产商品的数量和类型、包装数量、任何适用的说明书、技术说明，并且根据需要提供准确完整的海关文件。</p> <p>6. 采购价格；付款；扣缴付款和税款。</p> <p>6.1. 采购价格。采购价格将以采购订单或商业协议中指定的面额支付，并且是对卖方所有义务的充分考虑，其中包括工程师、顾问以及卖方参与或在卖方集团中的任何人的所有费用和开支，以及履行卖方根据合同承担的义务所必需的所有材料、供应品、设备、设施、加工、制造、包装、执行和管理。付款条款如合同中所指定，但如果未说明付款条款，则付款条款自发票之日起为净 60 或适用法律所规定的较短时间段。</p> <p>6.2. 扣缴付款。买方可以扣缴或延迟支付给卖方的全部或部分款项，或要求卖方偿还，或者在必要的范围内使用银行担保、保险担保或保证金（如果适用），以免因以下原因而遭受损失：(i) 工作中有缺陷的部分未及时补救；(ii) 卖方未能向其分包商支付适当款项；(iii) 卖方集团成员对另一方的工作造成的损害；(iv) 卖方未能按合同要求履行义务；或者 (v) 或就有关发票的诚信争议而言。</p> <p>6.3. 税费。除非合同另有明确规定，并且买方就任何可用的税收免征提供了适用文档，否则采购订单或商业协议中显示的价格包括所有适用的任何类型的交易税，包括但不限于销售税和使用税以及增值税。每一方都有责任支付自己的所得税。然而，在适用的情况下，可通过扣缴所得税来减少对卖方的付款，卖方有责任向买方提供可能减少所得税扣缴金额的任何所需文档。</p> <p>7. 卖方保修。卖方向买方保证，生产商品和生产服务（如适用）：(a) 完全符合规范和合同的所有其他要求；(b) 在材料及工艺方面没有缺陷；(c) 可销售且适用于合同中规定的用途；(d) 由具有有效所有权的卖方运输给买方；以及 (e) 由无任何留置权或担保权益（统称为“担保”）的卖方运输给买方；</p> <p>8. 不合格产品。</p>
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8.1. Rejection of Non-Conforming Product. Buyer may reject any Production Goods that do not satisfy the Warranty by giving verbal notice to Seller. If Buyer rejects Production Goods, then at Buyer's sole option, in addition to any other rights or remedies to which Buyer may be entitled, Seller will (i) provide conforming Production Goods which may come from another source that is approved by Buyer at no additional charge; (ii) promptly repair the non-conforming Production Goods (if such goods are of the type capable of repair); or (iii) promptly refund the Purchase Price for the non-conforming Production Goods plus transportation costs. Seller is responsible for all of the costs and expenses related to the return of a non conforming shipment and delivery of replacement shipment. Buyer may, at its option, but also at its own risk, knowingly accept a non-conforming shipment, in which case Buyer will be entitled to a reduction of the price of the non-conforming shipment.

8.2. Buyer's Right to Obtain Alternate Supply. If Buyer provides verbal notice of rejection of any Production Goods, Seller will investigate and respond as soon as possible, but no later than 12 hours from the time of that notice, as to whether Seller can provide conforming Production Goods. Buyer may obtain alternate product from another supplier ("Alternate Product") from the time that Buyer rejects Production Goods until Seller resumes providing conforming Production Goods in a timely manner and the applicable Buyer is satisfied that Seller can consistently provide conforming Production Goods pursuant to the delivery schedule. Buyer may also obtain Alternate Product from another supplier if Seller fails to timely deliver Production Goods. Seller understands and agrees that during any period when Buyer is receiving Alternate Product the applicable Buyer's obligation to purchase Production Goods from Seller may, at Buyer's sole option, be reduced without liability to Buyer.

8.3. Payment for Alternate Product. In addition to any other rights that Buyer may have, if Buyer obtains Alternate Product as permitted under Section 8.2, Seller will reimburse Buyer for the difference between (i) all costs Buyer incurs in obtaining Alternate Product on an as delivered basis, and (ii) the amount that Buyer would have paid under the Contract for such delivered product. Seller will make payment or reimbursement within 10 days of Buyer's written notice.

8.4. Reimbursement of Direct Costs; No Consequential Damages. If Seller fails to timely deliver Product or delivers non-conforming Product, then Seller will, in addition to complying with the other provisions of this Article 8, reimburse Buyer for the direct costs that Buyer incurs as a result of Seller's failure within 10 days of Buyer's written notice, which may include, but are not limited to, costs and expenses related to the return of a non conforming shipment(s) and for replacement shipment(s), including all delivery and freight costs. Seller will not be responsible for indirect or consequential damages associated with its failure to deliver conforming Product unless such failure arose in connection with (i) the negligence or intentional misconduct of a member of Seller Group or (ii) Seller's decision to supply Product or product substantially similar to the Product to a customer other than the applicable Buyer which contributes to a failure to timely supply Product to Buyer.

9. Indemnity. Seller is responsible for the actions of Seller Group. Seller will indemnify Buyer and, its parent,

8.1. 拒绝不合格产品。买方可以通过向卖方发出口头通知来拒绝任何不符合保修的生产商品。如果买方拒绝生产商品,则买方可以自行选择,除了买方可能有权享有的任何其他权利或补救措施外,卖方将(i)提供符合要求的生产商品,该商品可能来自买方批准的其他来源,无需额外费用;(ii)及时修理不合格的生产商品(如果此类商品属于能够修理的类型);或(iii)及时退还不合格生产商品的采购价格加上运输费用。卖方负责与退回不合格商品和交付更换商品有关的所有费用和开支。买方可自行选择,但也可能自担风险,明知接受不合格的货物,在这种情况下,买方有权降低不合格货物的价格。

8.2. 买方获取替代供应的权利。如果买方提供拒绝任何生产商品的口头通知,卖方将尽快但不迟于该通知发出后12小时对卖方是否能够提供合格的生产商品进行调查并回复。从买方拒绝生产商品到卖方恢复及时提供合格生产商品之时,买方可从其他供应商获得替代产品("替代产品"),并且适用的买方确信卖方可根据交付计划一致提供合格的生产商品。如果卖方未能及时交付生产商品,买方也可以从其他供应商处获得替代产品。卖方理解并同意,在买方接收替代产品的任何期间,买方可以自行选择减少适用买方从卖方采购产品的义务,而无需买方承担任何责任。

8.3. 为替代产品付款。除买方可能拥有的任何其他权利外,如果买方根据第8.2节的规定获得替代产品,卖方将偿还买方(i)买方在交付的基础上获得替代产品所产生的所有费用,以及(ii)买方根据合同为此类已交付产品支付的金额之间的差额。卖方将在买方书面通知后10天内付款或偿还。

8.4. 偿还直接费用;无衍生性损害。如果卖方未能及时交付产品或交付不合格产品,则卖方除了遵守第8条的其他规定外,还将在买方书面通知后10天内赔偿买方因卖方失败而产生的直接费用,其中包括但不限于与退回不合格货物和更换货物有关的费用和花销,包括所有交付和运费。卖方不对与其未能交付合格产品相关的间接或衍生性损害承担责任,除非此类失败与以下相关:(i)卖方集团成员的疏忽或故意不当行为或(ii)卖方决定向适用买方以外的客户提供产品或与产品基本相似的产品而导致未能及时向买方供应产品。

9. 赔偿。卖方负责卖方集团的行为。卖方将赔偿买方及其母公司、子公司和关联公司、董事、高级职



<p>subsidiaries and affiliates, directors, officers, agents and employees (the “Buyer Indemnitees”), and hold them harmless against any claim, damage, liability, cost, and other loss of any kind whatsoever (including fees and expenses of attorneys) for personal injury or damage to property caused by Seller Group in connection with the Contract or other Work performed in connection with these Terms. This indemnity survives the termination of the Contract and these Glass Production Terms.</p> <p>10. On-Site Work. To the extent that a member of Seller Group enters the Buyer’s premises or facility in connection with the Production Goods purchased by Buyer, Seller agrees to the following:</p> <p>10.1. Quality &amp; Safety: (a) all of the Work will be of the highest quality and conform to the best practices in the relevant industry. The Work will comply with all applicable laws, including, without limitation, applicable local building codes. Seller will provide reasonable support as requested by Buyer to address and correct quality concerns and Buyer may hold Seller responsible for costs associated with quality-issue investigation and containment to the extent caused by Seller’s acts or omissions. (b) Seller will cause Seller Group to follow all of the safety requirements and procedures of the applicable Buyer premises and facility and will establish and enforce appropriate safety, health and work procures for the jobs being performed and will comply, and will cause Seller Group to comply, with all applicable safety laws, rules and regulations. Seller is responsible for the safety of all members of Seller Group and those affected by the actions of Seller Group.</p> <p>10.2. Seller Personnel &amp; Plant Conduct. (a) Seller will retain or employ only qualified personnel in the performance of the Work. Unless the Specifications or Purchase Order require the use of specific subcontractors, Seller will select its own subcontractors. Seller will provide to Buyer the name of each subcontractor that Seller will use in the Work promptly upon Buyer’s request. At Buyer’s request, Seller will replace any of its on-site employees, agents or subcontractors who fail to follow applicable laws or rules or polices applicable to the Buyer’s premises or facilities. (b) Seller must follow, and must cause the members of Seller Group to follow, Buyer’s personal conduct policies, including but not limited to Buyer’s Policy Against Harassment while dealing with Buyer employees or agents. The following are not permitted in a Buyer facility or at Buyer’s premises at any time: weapons; drugs or alcohol; private radio transmissions; aluminum cans; smoking; short pants; bare shoulders; open toe shoes; or torn pants or shirts or other clothing or hairstyles presenting a safety hazard. The determination of a safety hazard will be made solely by Buyer’s health and safety manager. (c) Seller will, and will cause Seller Group to, conduct the Work so as not to interfere with Buyer’s general operations or with other contractors that may be at the Buyer’s location. Buyer or its designee will coordinate the activities of its own employees and each contractor it hires. Seller will, and will cause Seller Group to, participate with Buyer and other contractors by reviewing and coordinating schedules.</p>	<p>员、代理人和员工（“买方代表”），并且使其免于卖方集团因与这些条款有关的合同或其他工作而造成的人身伤害或财产损失的任何索赔、损害、责任、费用和其他任何损失（包括律师的费用和花费）。这笔赔偿在合同终止和玻璃生产条款终止后仍然有效。</p> <p>10. 现场工作。如果卖方集团成员进入与买方采购的生产商品有关的买方场所或设施，则卖方同意以下条款：</p> <p>10.1. 质量与安全：(a) 所有工作都将具有最高质量，并且符合相关行业的最佳实践。本工作将遵守所有适用的法律，包括但不限于适用的当地建筑法规。卖方将按照买方的要求提供合理的支持以解决和纠正质量问题，并且在卖方的行为或疏忽导致的范围内，买方可以要求卖方负责与质量问题调查和约束相关的费用。(b) 卖方将使卖方集团遵守适用的买方场所和设施的所有安全要求和程序，并为正在执行的工作建立和实施适当的安全、健康和工作流程，并将遵守所有适用的安全法律、规则和法规，并将促使卖方集团遵守这些规定。卖方负责卖方集团所有成员的安全以及受卖方集团行为影响的成员的安全。</p> <p>10.2. 卖方人员和工厂行为。(a) 卖方在执行工作时仅保留或雇用合格人员。除非规范或采购订单要求使用特定的分包商，否则卖方将选择其自己的分包商。卖方将根据买方的要求，立即向买方提供卖方将在工作中使用的每个分包商的名称。应买方的要求，卖方将更换未遵守适用于买方场所或设施的适用法律或规则或政策的任何现场员工、代理商或分包商。(b) 卖方必须遵守并且必须使卖方集团的成员遵守买方的个人行为政策，包括但不限于买方在处理买方员工或代理时的反骚扰政策。任何时候，买方设施或买方场所都不允许以下任何一种情况：武器；药物或酒精；私人无线电传输；铝罐；吸烟；短裤；裸露肩部；露脚趾的鞋；或撕破的裤子或衬衫或其他存在安全隐患的衣物或发型。安全隐患的确定将仅由买方的健康和安全经理完成。(c) 卖方将进行并且将使卖方集团进行工作，以免影响买方的一般业务或影响买方所在地的其他承包商。买方或其指定人员将协调其员工及其雇用的每个承包商的活动。卖方将通过查看和协调计划，并将促使卖方集团与买方和其他承包商一起参与。</p>
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<p>10.3. Immigration and Labor. If Seller uses employees and contractors for the Production Services that are not citizens of the country of Buyer's facility, Seller will be responsible to ensure that all applicable immigration and labor requirements are met for its employees and contractors, and that its contractors are appropriately licensed to provide the relevant Production Services. Seller will defend, indemnify and as applicable reimburse Buyer for any liability incurred by Buyer in connection with such non-compliance. Buyer will have the right to control the defense of any claim made against Buyer.</p> <p>10.4. Seller's Insurance. Unless the Contract specifically provides otherwise, Seller will provide the insurance coverage for Seller and members of Seller Group involved in the Work or in supporting the Work as listed in Attachment A.</p> <p>11. Intellectual and Industrial Property.</p> <p>11.1. Non-Infringement. Seller represents, warrants and agrees that the Production Services, Production Goods (including all components of the Production Services and Production Goods) and any other materials (including any designs, drawings, and Documentation) provided under the Contract do not and will not violate or infringe any United States or foreign patent, trademark, copyright, trade secret, trade name or other intellectual or proprietary right, except to the extent that the infringement necessarily arises from the Specifications that Buyer provided to Seller. Seller further warrants that it possesses, and agrees that until transfer to Buyer it will at all times possess, good and marketable title to the Work, free and clear of any liens or other encumbrances (other than the security interest granted by the Seller to Buyer).</p> <p>11.2. IP Indemnity. Seller will defend, indemnify and hold harmless Buyer and its Indemnitees against any Losses arising out of any claim that the Work, Buyer's use of the Work or Buyer's sale of products manufactured using the Work infringes any patent, copyright, trademark or other intellectual or industrial property right. This indemnity will survive the acceptance of and payment for the Work, the expiration of the Warranty covering the Work, and any expiration or termination of the Contract. If use of the Work or any part of the Work is enjoined (including due to, without limitation, infringement by the Production Good of any patent, copyright, trademark or other intellectual or industrial property right or Seller's failure to have valid licenses to produce or manufacture the Production Goods), then Seller will at its own expense and at its option, but in addition to any other remedy to which Buyer may be entitled, do the following: (i) obtain for Buyer the right to use the Work and to sell products manufactured using the Work; (ii) modify the Work so that it becomes non-infringing and meets the Specification and other requirements set out in the Contract; or (iii) procure and deliver to Buyer alternate Work that meets the requirements of the Contract so that Buyer has the right to use and to sell products made with alternate Work, on the condition that the provisions of this Section 9.2 will continue to apply to the alternate Work.</p> <p>12. Compliance with laws.</p>	<p>10.3. 移民与劳工。如果卖方使用的生产服务的雇员和承包商不是买方设施所在国公民，则卖方将负责确保其员工和承包商满足所有适用的移民和劳工要求，并确保其承包商获得相应的许可，以提供相关的生产服务。卖方将为买方因此类不合规而承担的任何责任进行辩护、赔偿，并在适用时向买方进行赔偿。买方有权控制针对买方提出的任何索赔的免责辩护。</p> <p>10.4. 卖方保险。除非合同另有明确规定，否则卖方将为卖方以及参与工作或支持本工作的卖方团队成员提供保险覆盖，如附件 A 中所列。</p> <p>11. 知识产权和工业产权。</p> <p>11.1. 非侵权。卖方声明、保证并同意，根据合同提供的生产服务、生产商品（包括生产服务和生产商品的所有组件）和任何其他材料（包括任何设计、图纸和文件）不违反也不会违反或侵犯任何美国或外国专利、商标、版权、商业机密、商品名称或其他知识产权或专有权利，除非侵权必然源自买方向卖方提供的规范。卖方进一步保证其拥有并同意，在转让给买方之前，它将始终拥有对工作有效且可销售的所有权，无任何留置权或其他产权负担（卖方授予买方的担保权益除外）。</p> <p>11.2. 知识产权赔偿。卖方将对买方及其赔偿方因任何声称工作、买方使用本工作或买方销售使用本工作制造的产品侵犯任何专利、版权、商标或其他知识产权或工业产权而引起的任何损失进行辩护、赔偿并使其免受损害。该赔偿将在工作的接受和支付、工作保证到期以及合同到期或终止后继续有效。如果禁止使用工作或工作的任何部分（包括但不限于生产商品侵犯任何专利、版权、商标或其他知识产权或工业产权或卖方未具备生产或制造生产商品的有效许可），则卖方将自行承担费用并自行选择，但除了买方可能有权获得的任何其他补救措施外，还应执行以下操作：(i) 为买方取得使用该工作的权利，并销售使用该工作制造的产品；(ii) 修改工作，使其成为非侵权行为，并符合合同中规定的规范和其他要求；或 (iii) 获得并交付符合合同要求的买方替代工作，以便买方有权使用和销售使用替代工作制造的产品，条件是第 9.2 节的规定将继续适用于替代工作。</p> <p>12. 遵守法律。</p>
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12.1. Applicable Laws. (i) The Work and any goods supplied in connection with the Work must comply with all applicable federal, state, and local laws, rules, and regulations (including but not limited to those related to safety and the environment) where the Production Goods will be located, and the Production Services performed. The Work must be free of ozone depleting materials and asbestos. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal or regulatory requirements, it will notify Buyer in writing and obtain Buyer's instructions before acting. Unless the Contract expressly states otherwise, Seller will obtain all necessary permits. (ii) Each member of Seller Group will at all times comply fully with all applicable laws and regulations in its performance of the Contract, including but not limited to safety and the environment, and will neither take nor refrain from taking any action impermissible, penalized, and/or that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, 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) ("OFAC") or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach, or the breach by a member of Seller's Group, of the preceding sentence constitutes cause for immediate termination of the Contract and any or all Purchase Orders. (iii) Upon request, Seller must provide to Buyer a set of shipping documents and information including but not limited to the Country of Origin (COO) certificates and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Production Goods (including Production Goods that may be provided as part of Production Services performed) supplied pursuant to a Contract, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any. Upon request, Seller agrees to trace and certify, or, if Seller does not manufacture the Production Goods, to require the manufacturer of the Production Goods to trace and certify, the country of origin of products purchased by Seller and to promptly provide Buyer with such documents and certificates. In all cases where Seller is acting as the exporter, Seller must also provide the COO and export classification information to Buyer via the packing list and the customs invoice, and Seller is responsible for obtaining any required licenses or other approvals from the applicable customs authorities. (iv) Seller will not purchase materials from any country sanctioned by OFAC. Please consult <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for the latest list. Seller will also communicate and hold all tiers of its supply chain to these same standards. (v) Seller certifies that its business and supply chain is maintained in a lawful and socially responsible way including, among other things, that neither human trafficking nor slavery or forced labor takes place in any part of Seller's business, and that Seller does not use slavery or forced labor in any of its forms, including human trafficking. (vi) During the term of these Glass Production Terms or a Contract and, in each case, for 5 years after, Buyer and Guardian have the right, upon reasonable

12.1. 适用法律。(i) 工作和与工作有关的任何商品必须符合生产商品所在的以及生产服务所执行的所有适用的联邦、州和地方法律、规则和法规（包括但不限于那些与安全与环境相关的）。工作必须不含消耗臭氧的材料和石棉。如果卖方认为任何与规范或 SOW 的偏差是满足法律或法规要求所必需的，那么它将在采取行动前以书面通知买方并获得买方的指示。除非合同另有明确规定，否则卖方将获得所有必要的许可。(ii) 卖方集团的每个成员在任何时候都将完全遵守其履行合同的的所有适用法律和法规，包括但不限于安全和环境，并且根据适用法律，既不会采取也避免采取任何不允许、受到处罚和/或可能导致买方或卖方承担责任的行为，适用法律包括美国“反海外腐败法”、“经合组织反贿赂公约”或任何其他适用的反贿赂法律或条约，或由美国财政部外国资产控制办公室（31 C. F. R. 第五章）（“OFAC”）或美国商务部工业和安保局（15 C.F.R. Parts 730 et. Seq.）维护的那些规定。卖方违反或卖方集团成员违反上述条款构成立即终止合同以及任何或所有采购订单的原因。(iii) 根据要求，卖方必须向买方提供一组装运文档和信息，包括但不限于原产国 (COO) 证书和适当的出口分类代码，包括（如果适用）出口管制分类编号 (ECCN)，以及根据合同提供的每种生产商品（包括可能作为生产服务的一部分提供的生产商品）的协调关税代码，包括足够多的细节以满足适用的贸易优惠或海关协议（如有）。根据要求，卖方同意追踪和认证，或者，如果卖方不制造生产商品，则要求生产商品的制造商跟踪和认证卖方的产品的原产国，并及时向买方提供此类文档和证书。在卖方作为出口商的所有情况下，卖方还必须通过装箱单和海关发票向买方提供 COO 和出口分类信息，卖方有责任从适用的海关当局获得任何所需的许可证或其他批准。(iv) 卖方不会从 OFAC 认可的任何国家或地区采购材料。有关最新列表，请参阅 <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>。卖方还将根据这些标准与供应链的所有层级进行沟通和保持。(v) 卖方证明其业务和供应链是以合法和对社会负责的方式维护的，其中包括在卖方业务的任何部分既不存在人口贩运，也不存在奴役或强迫劳动，卖方不使用任何形式的奴役或强迫劳动，包括人口贩运。(vi) 在这些玻璃生产条款或合同期限内，并且在每种情况下，在 5 年后，买方和 Guardian 有权在合理通知的情况下，在正常工作时间内，审核和审查卖方有关卖方遵守本条款的记录。(vii) 如果买方从卖方采购的生产商品和/或生产服务支持美国政府最终客户或由美国政府（或任何需要附加条款的州或市政府）全部或部分资助的最终客户，则附加条款，包括 FAR（联邦采购条例）、DFAR（国防联邦采购条例）、C-TPAT（海关贸易伙伴关系反恐）、欧盟 AEO（授权经济运营商）要求适用于本合同。卖方承认并同意，如果适用，它将遵守此类条款以及尚未宣布没有资格与美国政府或由美国政府、任何州政府或市政机构全部或部分资助的最终客户签订合同的契约。

notice and during normal business hours, to audit and review Seller's records in relation to Seller's compliance with this paragraph. (viii) Where the Production Goods and/or Production Services procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional terms), the additional terms, including FAR (Federal Acquisition Regulations), DFAR (Defense Federal Acquisition Regulations), C-TPAT (Customs-Trade Partnership Against Terrorism), EU AEO (Authorized Economic Operator) requirements apply to the Contract. Seller acknowledges and agrees that it will comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

12.2. Conflict Minerals.

(a) Seller agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Buyer or Guardian for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Production Goods supplied by Seller to Buyer. In order to comply with this section 12.2, Seller must either (i) register its organization with iPoint Conflict Minerals Program (IPCMP) at: <http://www.conflict-minerals.com> and submit online all requested information, or (ii) complete the Electronic Industry Citizenship Coalition® and Global e-Sustainability Initiative (EICC-GeSI) template at: [www.conflictreesmelter.org](http://www.conflictreesmelter.org) and submit all requested information to the requesting party. If Seller is a smelter, Seller also agrees to comply with the Conflict-Free Smelter Program protocols developed by EICC-GeSI. As used above, the term "Conflict Minerals" means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State.

(b) Seller understands and acknowledges that any information provided pursuant to this Section 12.2 may be provided by Buyer to its customers and may be used by Buyer's customers to comply with their reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Seller to Buyer changes during Seller's performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer's request.

(c) Seller agrees to include substantially the same requirements set forth in 12.2 (a) – (c) above in each contract with any of its sub-suppliers that provide any material or sub-

12.2. 冲突矿物。

(a) 卖方同意在合理的尽职调查后及时响应买方或 Guardian 或代表买方或 Guardian 提出的任何要求, 以获取有关卖方向买方提供的生产商品的功能或生产所必需的任何冲突矿物 (定义见下文) 的来源和监管链的信息。为了遵守本节 12.2, 卖方必须 (i) 在 <http://www.conflict-minerals.com> 上向 iPoint Conflict Minerals Program (IPCMP) 注册其组织并在线提交所有请求的信息, 或 (ii) 在 [www.conflictreesmelter.org](http://www.conflictreesmelter.org) 上完成 Electronic Industry Citizenship Coalition® 和全球电子可持续发展倡议 (EICC-GeSI) 模板并将所有请求的信息提交给请求方。如果卖方是冶炼厂, 卖方也同意遵守 EICC-GeSI 制定的无冲突冶炼厂计划协议。如上所述, “冲突矿物”一词是指分别被精炼成钽、锡、钨和金的钽铌、锡石、黑钨矿和金矿石, 或美国国务卿将来指定的其他矿物或化合物。

(b) 卖方理解并承认, 根据第 12.2 节提供的任何信息可由买方提供其客户, 并且可由买方的客户用于遵守“多德-弗兰克华尔街改革和消费者保护法”(“法案”)规定的报告义务, 包括向美国证券交易委员会提交表格 SD 和冲突矿物报告, 并且卖方将 (i) 确保在提交之日, 就其所知和所信, 此方面提供的信息是最新、准确和完整的, (ii) 如果在卖方履行合同期间卖方向买方提供的任何产品的状态发生变化, 则及时更新此类信息, 并且 (iii) 保留所有必要的文档以支持根据买方的要求提供的信息。

(c) 卖方同意在其与提供向买方供应的生产商品中并入的任何材料或子部件的任何次级供应商的每份合同中, 包含与上述 12.2 (a) – (c) 中规定的基本相同的要求。

<p>component incorporated into Production Goods supplied to Buyer.</p> <p>12.3. Compliance with Environmental Laws and Regulations. Seller is required to comply with applicable local, regional, national and international regulations, regarding Production Goods sold to Buyer regardless of whether the substances composing the Production Goods are supplied to be used on their own, in preparations (also called mixtures), in articles or in their packaging, which may include, but is not limited to the European REACH regulations 1907/2006, the European Regulation (CE) 1272/2008 on the classification labeling and packaging of substances and mixtures (CLP Regulation).</p> <p>13. Term, Default, and Remedies.</p> <p>13.1. Term. These Glass Production Terms are effective on the Effective Date and, unless earlier terminated as specifically set forth in these Glass Production Terms, will continue in effect until terminated by a Party upon at least 30 days' prior written notice to the other Party (the "Term"). The foregoing notwithstanding, any termination of these Glass Production Terms or a Contract by Seller will have no effect on any then-ongoing Work unless otherwise instructed by Buyer in writing. Buyer may terminate a Contract, or any Work covered by a Contract, as set forth in these Glass Production Terms.</p> <p>13.2. Default. <b>TIMELINESS IN GOODS PROCUREMENT AND SERVICE DELIVERY IS ESSENTIAL TO BUYER'S BUSINESS AND TIME IS OF THE ESSENCE UNDER THE CONTRACT.</b> Seller will be in default under the Contract if Seller: (a) fails to deliver the Production Goods or Production Services as required by the Contract; or (b) files for bankruptcy or insolvency, admits in writing Seller's inability to pay its debts as they fall due, makes an assignment for or to the benefit of creditors, or consents to the appointment of a receiver; or (c) has an involuntary bankruptcy petition filed against Seller or a receiver appointed for Seller or Seller's property, and such filing or petition is not vacated within 60 days; or (d) stops or announces Seller's intention to stop conducting business as a going concern or doing work of the same kind as the Work, or Seller abandons the Work; or (e) breaches a provision of the Contract, other than a breach of the type specified in Section 13.2(a), and the breach is not cured within 10 days after Seller receives written notice of the breach, if such breach is capable of being cured. The foregoing notwithstanding, there is no cure period for breaches involving safety, the environment or failure to comply with the requirements of Section 12.</p> <p>13.3. Consequences of Default. If Seller is in default as provided above, Buyer may, in its sole discretion and in addition to any other remedies to which it may be entitled, do one or both of the following: (a) terminate the Contract or the applicable Work, or any or all of them, and take possession of the Work and materials that may have been purchased for the Work, and pay to Seller the amount (if any) equal to the lesser of (i) the fair value of the Work performed and (ii) the Purchase Price, less all costs incurred on account of the default (including without limitation costs for internal</p>	<p>12.3. 遵守环境法律和法规。卖方必须遵守有关出售给买方的生产商品的适用的当地、地区、国家和国际法规，而无论构成生产商品的物质是供自己使用，还是在制剂（也称为混合物）、制品或包装中使用，这些法规可包括但不限于欧洲 REACH 法规 1907/2006、关于物质和混合物的分类标签和包装的欧洲法规 (CE) 1272/2008（CLP 法规）。</p> <p>13. 期限、违约和补救措施。</p> <p>13.1. 期限。这些玻璃生产条款在生效日期生效，除非按照这些玻璃生产条款的具体规定提前终止，否则将继续有效，直至一方在至少提前 30 天向另一方发出书面通知后终止（“期限”）。尽管如此，除非买方以书面形式另行指示，否则任何终止这些玻璃生产条款或卖方的合同都不会对任何正在进行的工作产生任何影响。买方可以按照这些玻璃生产条款中的规定终止合同或合同所涵盖的任何工作。</p> <p>13.2. 违约。商品采购和服务交付的及时性对买方的业务至关重要，而且时间符合合同规定是至关重要的。如果卖方：(a) 未按合同要求交付生产商品或生产服务，则卖方将根据合同处于违约状态；或 (b) 破产或破产档案，以书面形式承认卖方无法偿还到期债务，为债权人作出转让或为债权人谋利，或同意委任接管人；或 (c) 有针对卖方或为卖方或卖方财产指定的接受者提出的非自愿破产申请，且此类备案或申请不得在 60 天内中止；或 (d) 停止或宣布卖方有意停止经营业务或从事与工作相同的工作，或卖方放弃工作；或 (e) 违反合同条款，除违反第 13.2(a) 节规定的类型外，并且在此类违约行为能够得到解决的情况下，在卖方收到违约书面通知后 10 天内违规行为未得到解决。尽管如此，对于涉及安全、环境或未能遵守第 12 节要求的违规行为，没有解决时间。</p> <p>13.3. 违约的后果。如果卖方违反上述规定，买方可以自行决定并且除了可能有权获得的任何其他补救措施外，还可以执行以下一项或两项操作：(a) 终止本合同或适用的工作，或终止其任何或全部，并且拥有可能为工作采购的工作和材料，并且向卖方支付的金额（如果有）等于 (i) 所执行工作的公允价值和 (ii) 采购价格中的较小者，减去因未根据工作计划完成工作而产生的所有费用（包括但不限于内部人员的费用和合理的管理费用），在另一种情况下，减去根据合同支付的所有款</p>
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<p>personnel and reasonable overhead) of completing the Work per the Work Schedule – in either case less all sums paid under the Contract, and to recover any sums paid in excess of that amount; and (b) recover damages for breach of contract and default.</p> <p>13.4. Termination by Guardian for Convenience. Buyer may terminate a Contract or any Work under a Contract for any reason by delivering written notice to Seller at least 5 days before the effective date of termination. After receiving notice, Seller will terminate the applicable Work as follows: (i) terminate all orders and subcontracts chargeable to the Work that may be terminated without cost, (ii) terminate and settle, subject to Buyer’s approval, other orders and subcontracts that were entered into solely in connection with the Work where the cost of settlement will be less than costs incurred if the work is completed, (iii) transfer to Buyer, per Buyer’s instructions only, all materials, supplies, work in process, facilities, equipment, machinery or tools Seller has acquired in connection with the Work and for which Seller has been paid, and (iv) transfer to Buyer all documentation and information related to the Work in the format requested by Buyer. Upon termination and Seller’s compliance with the above requirements, to the extent that Buyer has not already paid for such items, Buyer will reimburse Seller for: (i) the portion of the Work Seller has completed, plus (ii) the cost of the material already delivered to Buyer’s site, plus (iii) the cost of bona fide, irrevocable orders that Seller has placed specifically for the Work before termination, which costs will be paid after the materials are delivered to Buyer’s site or such other site specified by Buyer. Seller must submit its reimbursement request to Buyer in writing, with a reasonably detailed explanation of amounts requested to be reimbursed, and Buyer’s approval of such request, which will not be unreasonably withheld, conditioned, or delayed, is required before Buyer is obligated to reimburse Seller for such costs.</p> <p>13.5. Termination by Seller. Seller may terminate a Contract if Buyer fails to pay Seller amounts that are due and owing to Seller under such Contract within 30 days after delivery of written notice to Buyer regarding such non-payment, except for amounts that are subject to a good faith dispute. Such termination will have no effect on other Contracts that Buyer may have with Seller or which other Buyers may have with Seller or other Sellers.</p> <p>14. Other Matters.</p> <p>14.1. Confidentiality. For purposes of these Glass Production Terms, (a) “Buyer Information” means all information that Seller or anyone in Seller Group, receives from Buyer or observes or obtains at a Buyer facility, including, but not limited to, information relating to: the Work, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its affiliates and their customers; (b) Seller will not, and will cause members of the Seller Group not to, disclose to any third party or to use for any purpose other than performing Work for Buyer and its affiliates, any Buyer Information, without Buyer’s written permission (except as may be required by law); (c) Seller will hold all Buyer Information in trust for Buyer’s sole use and benefit; and (d)</p>	<p>项，并收回超过该金额支付的任何款项；以及 (b) 因违反合约及失责而追讨损害赔偿。</p> <p>13.4. 出于便利而由 Guardian 终止。买方可以通过在终止生效日期前至少 5 天向卖方发出书面通知，以任何理由终止合同或合同下的任何工作。在收到通知后，卖方将终止适用的工作，如下所示：(i) 终止所有可能免费终止的工作订单和分包合同，(ii) 在买方批准的情况下，终止并结算仅与工作有关的其他订单和分包合同，其中结算成本将低于工程完成时产生的成本，(iii) 仅根据买方的指示，转让给买方，卖方已就工作获得并己为其支付的所有材料、供应品、在制品、设施、设备、机械或工具，(iv) 以买方要求的格式向买方转让与工作有关的所有文档和资料。在终止并且卖方遵守上述要求后，如果买方尚未为此类物品进行支付，买方将向卖方支付：(i) 卖方已完成的工作的部分的费用，加上 (ii) 已交付给买方站点的材料的费用，加上 (iii) 卖方在终止前专门为工作提出的真实、不可撤销的订单的费用，这些费用将在材料交付给买方的站点或买方指定的其他网站后支付。卖方必须以书面形式向买方提交报销申请，并对请求报销的金额作合理详细的解释，并且在买方有义务向卖方支付此类费用之前，需要买方批准此类请求，且不得无理拒绝、限制或延迟。</p> <p>13.5. 由卖方终止。如果买方未能在向买方发出关于此类未付款的书面通知后 30 天内向卖方支付根据该合同到期的卖方金额，则卖方可以终止合同，但善意纠纷下的金额除外。此类终止不会影响买方与卖方可能拥有的其他合同，也不会影响其他买方可能与卖方或其他卖方签订的其他合同。</p> <p>14. 其他事项。</p> <p>14.1. 保密。就这些玻璃生产条款而言，(a) “买方信息”是指卖方或卖方集团中的任何人从买方收到或在买方设施观察或获得的所有信息，包括但不限于以下信息：买方、其关联公司及其客户的工作、设施、产品、设备、能力、知识产权、财务信息、需求、发展和计划；(b) 未经买方书面许可，卖方不会，也不会使卖方集团成员向任何第三方披露任何买方信息或将任何买方信息用于除买方及其关联公司以外的任何其他目的（法律可能要求的除外）；(c) 卖方将以信任的方式保存所有买方信息，供买方唯一使用和受益；以及 (d) 条款 (b) 和 (c) 不适用于通过卖方集团的任何成员公开或通过卖方集团</p>
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clauses (b) and (c) will not apply to information that is publicly known other than through disclosure by or through any member of the Seller Group. If there is a current confidentiality agreement between the Parties, the provisions of this Section 14.1 will be read in harmony with such agreement.

14.2. Force Majeure. Any delay or failure by a Party to fulfil its obligations under a Contract will not be deemed a breach to the extent that the failure or delay is caused by Force Majeure. "Force Majeure" means acts of God, general unavailability of electric power or other utilities, fire, flood, earthquake, tornado, explosions, riot, war, strikes or lockouts at third parties or government actions issued in an emergency, including those that prevent Buyer from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party's fault or negligence. In no event, however, will Seller's inability to perform as a result of any of the following constitute Force Majeure: (i) Seller's insolvency or financial condition; (ii) change in cost or availability of raw materials or components based on market conditions; (iii) change in cost or availability of a method of transportation; (iv) changes in, or implementation of new, government regulations, taxes or incentives; (v) failure to obtain permits, licenses or other government approvals; (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Production Goods and/or Production Services would be satisfied; or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facility. As soon as possible following the occurrence of an event causing the Force Majeure the Party claiming the Force Majeure must provide notice to the other Party of the reasons for the Force Majeure, the anticipated duration of the delay and the time in which the delay will be cured. During a delay or the failure to perform by Seller, Buyer may, at its option (A) purchase Production Goods and Production Services from other sources and reduce its schedules or commitment to Seller by such quantities, without liability; (B) cause Seller to provide the Production Goods or Production Services from other sources in quantities and at times required by Buyer at the price set forth in the Purchase Order or Commercial Agreement; or (C) request Seller to deliver to Buyer at Buyer's expense all finished goods, work-in-process and parts and materials produced or acquired for work under the Purchase Order. Buyer is not obliged to pay costs that Seller may incur because of a Force Majeure occurrence. If the Party claiming Force Majeure cannot provide assurances that the delay will last less than thirty calendar days, or if the non-performance exceeds 30 calendar days, the other Party may terminate the Contract. If Buyer exercises this termination right, then Seller will promptly deliver to Buyer all requested documentation, materials, components and partially completed Work, and Buyer will, within 30 days of Seller's completion of delivery, pay Seller per Section 13.4 of these Glass Production Terms as if Buyer had terminated the Contract for convenience.

14.3. No Assignment. Seller may not assign these Glass Production Terms nor a Contract or any of its rights or obligations under these Glass Production Terms or a Contract,

的任何成员披露而公开的信息。如果双方之间目前存在保密协议, 则第 14.1 节的规定将与此类协议保持一致。

14.2. 不可抗力。如果由于不可抗力导致的失败或延误, 一方延迟或未能履行合同义务将不被视为违约。“不可抗力”是指无法抗拒的行为, 一般为无法使用电力或其他公用设施、火灾、洪水、地震、龙卷风、爆炸、骚乱、战争、罢工或在第三方停工或紧急情况下发布的政府行为, 包括那些阻止买方对其设施进行控制的, 以及超出一方合理控制范围且没有该方过失或疏忽的任何类似情况。然而, 在任何情况下, 卖方因以下任何一项而不能履行的, 将构成不可抗力: (i) 卖方的破产或财务状况; (ii) 根据市场情况改变原材料或部件的成本或可用性; (iii) 改变运输方法的成本或可用性; (iv) 新的政府法规、税收或奖励措施的变化或实施; (v) 未能获得许可证、执照或其他政府批准; (vi) 未能使用可用的替代服务、替代来源、解决方案或其他方式来满足买方对生产商品和/或生产服务实质上类似的产品或服务的要求; 或 (vii) 影响卖方设施的劳动中断、罢工、停工和减速。在发生导致不可抗力的事件之后, 声称不可抗力的一方必须尽快向另一方通知不可抗力的原因, 预计的延迟时间和延迟解决时间。在卖方延迟或未履行期间, 买方可选择 (A) 从其他来源采购生产商品和生产服务, 并通过此类量化减少其对卖方的计划或承诺, 而不承担任何责任; (B) 使卖方按采购订单或商业协议中规定的价格, 按买方要求的数量和时间从其他来源提供生产商品或生产服务; 或 (C) 由买方自费要求卖方向买方交付所有已完成的商品、在制品以及根据采购订单生产或获得的零件和材料。买方没有义务支付卖方因不可抗力事件而可能产生的费用。如果声称不可抗力的一方不能保证延迟将持续不到三十个日历日, 或者如果不履行超过 30 个日历日, 另一方可以终止合同。如果买方行使此终止权, 则卖方将及时向买方提供所有要求的文档、材料、部件和部分完成的工作, 并且买方将在卖方完成交付后的 30 天内, 按照这些玻璃生产条款的第 13.4 节向卖方付款, 就像买方为方便起见而终止合同一样。

14.3. 不可转让。未经买方明确事先书面同意, 卖方不得通过法律或其他方式转让这些玻璃生产条款或合同或其玻璃生产条款或合同下的任何权利或义务。这些

<p>whether by operation of law or otherwise, without the express prior written consent of Buyer. These Glass Production Terms and the Contract will be fully applicable to each Party's legal successors and permitted assigns.</p> <p>14.4. Entire Agreement; Amendment. A Contract, if entered into by the Parties, is the entire agreement between the Parties regarding its subject matter; it replaces any previously signed agreements and understandings, oral or written, between Buyer and Seller with respect to the Work. The foregoing notwithstanding, any current, unexpired confidentiality agreements, invention agreements, electronic data interchange agreements or other similar general agreements between the Parties remain in effect. The Contract can be amended only by an agreement in writing signed by authorized representatives of both Parties. No Buyer employee has the authority to modify the Contract without the written approval of an authorized official of Buyer.</p> <p>14.5. Remedies and Rights. Buyer's remedies provided for in the Contract are in all cases cumulative and not exclusive. If there is a breach, Buyer will be entitled to all rights and remedies provided in the Contract and under applicable law. No waiver of any breach of a Contract by either Party will be deemed a waiver of any preceding or succeeding breach or of any other provision of the Contract. No extension of time for performance of any obligation or act by either Party will be deemed an extension of time for the performance of any other obligation or act.</p> <p>14.6. Counterparts &amp; Electronic Signatures. Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in ".pdf"), whether of these Glass Production Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.</p> <p>14.7. Contract Interpretation. The Parties desire and intend that all the provisions of these Glass Production Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Glass Production Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Glass Production Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal,</p>	<p>玻璃生产条款和合同将完全适用于各方的合法继承人和许可的受让人。</p> <p>14.4. 完整协议；修订。合同如果由双方签订，则是双方就其主题事项达成的完整协议；它替换了买方和卖方之间就工作达成的任何先前签署的口头或书面协议和理解。尽管有上述规定，任何现有的、未到期的保密协议、发明协议、电子数据交换协议或双方之间的其他类似的一般协议仍然有效。本合同只能通过双方授权代表签署的书面协议进行修订。未经买方授权人员的书面批准，买方员工无权修改合同。</p> <p>14.5. 补救措施和权利。合同中规定的买方补救措施在所有情况下都是累积的而非排他性的。如果存在违规行为，买方将有权享有合同和适用法律规定的所有权利和补救措施。任何一方放弃任何违反合同的行为，都不被视为放弃任何前述或后续的违约或对本合同的任何其他规定的弃权。任何一方履行任何义务或行为的时间延长，不得被视为延长履行任何其他义务或行为的时间。</p> <p>14.6. 职位与电子签名。买方和卖方之间的任何合同可以单独执行，所有此类对应方都将构成同一个工具。原始执行签名页的电子和传真副本（包括但不限于“.pdf”中电子传输的副本），无论是这些玻璃制作条款还是合同，都将被视为与原始签名页面相同。通过DocuSign, Inc. 电子签名系统的电子执行版本的签名页面或由买方实施的任何类似服务也将被视为与原始执行的签名页面相同。应任何一方的要求，双方将通过手动执行和交付复制的原始签名页面，及时确认所有电子或传真副本以及任何签名页面的所有电子执行版本。</p> <p>14.7. 合同解释。双方希望并打算在法律允许的最大范围内强制执行这些玻璃生产条款的所有条款和构成合同的其他文件。如果这些玻璃生产条款或构成合同的其他文档或这些协议中任何条款对任何个人或环境的应用在任何程度上被解释为非法、无效或完全或部分地不可执行，该条款将被解释为允许其根据适用法律在法律允许的最大限度内强制执行。在任何情况下，这些玻璃生产条款的其余部分和构成本合同的其他文档或任何其余条款对任何人或情况的应用，除了那些被认定为非法、无效或无法执行的条款外，将保持完全有效。这些玻璃生产条款中的标题纯粹是为了方便起见，不能用作解释的辅助手段。这些玻璃生产条款和任何合同不得解释为任何一方作为作者或起草人。</p>
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invalid, or unenforceable, will remain in full force and effect. The headings in these Glass Production Terms are purely for convenience and are not to be used as an aid in interpretation. These Glass Production Terms and any Contract are not to be construed against either Party as the author or drafter.

14.8. Applicable Law and Jurisdiction.

(a) The United Nations Convention on Contracts for the International Sale of Production Goods will not apply to these Glass Production Terms or any Production Goods or Production Services sold under a Contract.

(b) With respect to a Seller that is (i) organized or incorporated in the United States (each a “U.S. Supplier”) or (ii) that is not a U.S. Supplier but with respect to which there is a claim that pertains solely to one or more of Buyer’s facilities that are located in the United States, the Agreement will be governed by, and construed and enforced under the laws of the State of Michigan without reference to any choice of law rules or principles which would otherwise dictate application of another state or country’s laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of Oakland County, Michigan or the United States District Court for the Eastern District of Michigan.

(c) For any Seller that is not a U.S. Supplier or that does not meet the criteria in Section 14.8(b)(ii), except as provided in Attachment B to these Glass Production Terms, the Contract and these Glass Production Terms will be governed by, and construed and enforced under the laws of the country where Seller is registered and the Parties select as the exclusive forum for any litigation related to these Glass Production Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Seller is registered.

14.9. Waiver of Jury Trial. To the extent permitted by applicable law, each Party waives, to the fullest extent permitted by applicable law, any rights that it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the Contract. Each Party (a) certifies that no representative, agent, or attorney of the other Party has represented, expressly or otherwise, such Party would not, during litigation, seek to enforce the foregoing waiver, and (b) acknowledges the other Party has been induced to enter into the Contract by, among other things, the waiver and certification set forth in this Section 14.9.

14.10. Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller’s documentation retention policies or seven years. Buyer and its representatives may audit Seller’s records of transactions to the extent needed to verify the quantities shipped and that the prices charged match the Purchase Price. Any audit will be conducted at Buyer’s expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller’s usual place of business.

14.8. 适用法律和司法管辖权。

(a) “联合国国际生产商品销售合同公约”不适用于这些玻璃生产条款或根据合同销售的任何生产商品或生产服务。

(b) 关于 (i) 在美国组织或注册的卖方（各为“美国供应商”），或 (ii) 不是美国供应商，但其索赔仅涉及位于美国的一个或多个买方设施的卖方，本协议将受密歇根州法律管辖，并根据密歇根州法律解释和执行，而不涉及任何法律规则或原则的选择，否则这些规则或原则将规定适用其他州或国家/地区的法律，并且双方选择与适用合同相关的任何诉讼的专属论坛，并且不可撤销地同意密歇根州奥克兰县法院或密歇根州东区美国地方法院的专属管辖权和地点。

(c) 对于非美国供应商或不符合第 14.8(b) 节标准的任何卖方，(ii) 除非这些玻璃生产条款的附件 B 中另有规定，否则本合同和这些玻璃生产条款将受卖方注册所在国家/地区的法律管辖，并根据其解释和执行，并且双方选择作为与这些玻璃生产条款或合同相关的任何诉讼的专有论坛，并且不可撤销地同意卖方注册地的法院的专属管辖权和地点。

14.9. 放弃陪审团审判。在适用法律允许的范围内，各方在适用法律允许的最大范围内，对于因合同而直接或间接引起或与之相关的任何诉讼，放弃其对由陪审团进行的审判可能具有的任何权利。各方 (a) 证明另一方的任何代表、代理人或律师均未明确表示或以其他方式表示该方在诉讼期间不会寻求执行前述弃权，并且 (b) 承认另一方已通过（其中包括）本第 14.9 条规定的弃权和认证而签订本合同。

14.10. 审计权。根据卖方文件保留政策规定的较长时间或七年内，卖方将保留必要的记录，以支持根据合同向买方收取的金额。买方及其代表可以在验证发货数量和收取的价格与采购价格相符的范围内审核卖方的交易记录。任何审核都将由买方自费（但如果审核发现收取的金额错误，将由卖方补偿），在合理的时间在卖方通常的营业地点进行。

<p>14.11. <b>Publicity and Use of Name and Marks.</b> Unless Seller obtains Buyer's written consent, it will not, (a) except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning Guardian or Buyer, or the fact that it has furnished or contracted to furnish to Buyer the items required by the Contract or quote the opinion of any employee of Guardian or Buyer or (b) except as contemplated in the Contract to provide the Production Goods or perform the Production Services, use Guardian's name, logo, trademarks or service marks.</p> <p>14.12. <b>Status as an Independent Contractor.</b> In all matters relating to a Contract, Seller will be acting as an independent contractor using its own resources and equipment. Neither Seller nor any of the persons furnishing materials or performing Production Services under a Contract are employees of Buyer for any purpose. All communication to employees and subcontractors used by Seller Group will go through Seller's Representative and no member of Seller Group will be integrated into Buyer's work organization.</p> <p>14.13. <b>Notice.</b> All notices, requests, demands, waivers, and other communications under a Contract must be in writing. Notices to Seller or any member of Seller Group must be sent to the Seller address listed in the Contract or Purchase Order to the attention of the person signing these Glass Production Terms with a copy to the Seller's address provided electronically during Seller on-boarding. Notices to Guardian or Buyer must be sent to Guardian's address listed on the Purchase Order and to Guardian Industries, 2300 Harmon Road, Auburn Hills, Michigan 48326, to the attention of Buyer's Representative and the General Counsel. All notices will be deemed to be given (a) on the second date after the date mailed, if sent via overnight mail by a nationally recognized courier (return receipt requested) or (b) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.</p> <p>***** [Signatures are on the following page]</p> <p>By signing below, Seller acknowledges and accepts the Terms and Conditions for Purchase of Glass Raw Materials and Glass Production Goods</p> <p><b>SELLER</b></p> <p>_____</p> <p>Seller Entity Legal Name</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Attachment A INSURANCE COVERAGE EXHIBIT</p>	<p>14.11. 名称及标记的公开及使用。除非卖方获得买方的书面同意，否则 (a) 除法律或法规规定的情况外，不会以任何方式宣传或公布或者发布任何提及 Guardian 或买方的声明或信息，或者它已经提供或签约向买方提供合同要求的物品或引用 Guardian 或买方的任何员工的意见，或 (b) 除合同中规定提供生产商品或执行生产服务外，不会使用 Guardian 的名称、徽标、商标或服务标记。</p> <p>14.12. 作为独立承包商的地位。在与合同有关的所有事项中，卖方将使用自己的资源和设备作为独立承包商。卖方或根据合同提供材料或执行生产服务的任何人均不是出于任何目的的买方雇员。卖方集团使用的所有与员工和分包商的通信都将通过卖方代表进行，并且卖方集团的任何成员都不会被整合到买方的工作组织中。</p> <p>14.13. 通知。根据合同的所有通知、请求、要求、免除和其他通信必须采用书面形式。对卖方或卖方集团任何成员的通知必须发送至合同或采购订单中列出的卖方地址，以便签署这些玻璃生产条款的人员注意，并且提供卖方在工作期间以电子方式提供的卖方地址的副本。发送给 Guardian 或买方的通知必须发送至采购订单上列出的 Guardian 的地址，并寄送至 Guardian Industries, 2300 Harmon Road, Auburn Hills, Michigan 48326，以请买方代表和总法律顾问注意查收。如果是由国家认可的快递公司通过隔夜邮件寄送（要求回执），则所有通知将被视为 (a) 在邮寄日期后的第二个日期发出，或 (b) 如果是通过认证或挂号邮件，在邮寄日期后的第三天寄送（要求回执），邮资已预付。</p> <p>***** [签名在下一页]</p> <p>通过在下方签名，卖方承认并接受采购玻璃原材料和玻璃生产商品的条款和条件</p> <p>卖方</p> <p>_____</p> <p>卖方实体法定名称</p> <p>签名人: _____</p> <p>打印姓名: _____</p> <p>标题: _____</p> <p>日期: _____</p> <p>附件 A 保险范围示例</p>
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<p>1. Insurance Coverage. Seller will provide the following insurance coverage for Seller and any of Seller's employees, agents or subcontractors involved in the Work or in supporting the Work, which will be primary and non-contributory to any coverages purchased by Buyer or any of its affiliates that cover Buyer:</p> <p>A. Workers Compensation</p> <p>i. For Work performed in the United States: to statutory limits in any State in which the Work is to be performed under the Contract;</p> <p>ii. For Work performed in any country other than the United States: to statutory limits as dictated in the applicable law.</p> <p>B. Employer's Liability Insurance, Minimum of \$2,000,000 for bodily injury by accident or disease;</p> <p>C. Commercial General Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability, including the following coverages:</p> <p>i. Premises and operations coverage;</p> <p>ii. Independent contractor's coverage;</p> <p>iii. Contractual liability;</p> <p>iv. Products and completed operations coverage (for 3 years after completion);</p> <p>v. Broad form property damage liability endorsement;</p> <p>vi. Personal injury liability (including contractual); and</p> <p>vii. Sudden and accidental pollution liability.</p> <p>D. Comprehensive Automobile Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury including contractual liability coverage and covering either:</p> <p>i. "any auto", or</p> <p>ii. "all owned autos," "hired autos," and/or "non-owned autos," as applicable; in which case Seller represents and warrants to Guardian that no automobiles or other vehicles not so covered will be used in the performance of the Production Services or otherwise in connection with activities under the Contract.</p> <p>E. Professional Liability Insurance, if the Work might be ineligible for coverage under Seller's Commercial General Liability Policy by operation of a "professional services" (or comparable) exclusion or exemption, having coverage sufficiently broad to cover such potentially ineligible services with reasonable minimum limits per occurrence and in the aggregate, which coverage will continue in full force and effect for 3 years following completion, expiration or termination of the Contract.</p> <p>F. Property Insurance, covering Seller's machinery and equipment, contractor's tools, or any other property at the worksite that is not intended to be part of the completed Work.</p>	<p>1. 保险覆盖范围。卖方将为卖方和参与工作或支持工作的任何卖方员工、代理商或分包商提供以下保险，这些保险将是买方或其任何关联公司采购的任何承保范围的主要和非缴费保险：</p> <p>A. 劳动者报酬</p> <p>i. 对于在美国进行的工作：在根据合同进行工作的任何国家的法定限制；</p> <p>ii. 对于在美国以外的任何国家/地区执行的工作：适用法律规定的法定限制。</p> <p>B. 雇主责任保险，因意外或疾病造成的人身伤害最低为 2,000,000 美元；</p> <p>C. 商业一般责任保险，每次发生/合并单一限额财产损失，人身伤害和人身伤害责任限额不低于 2,000,000 美元，包括以下保险范围：</p> <p>i. 驻地与操作覆盖率；</p> <p>ii. 独立承包商的覆盖率；</p> <p>iii. 合同责任；</p> <p>iv. 产品和已完成的运营范围（完成后 3 年）；</p> <p>v. 广泛的财产损害赔偿赔偿责任认可；</p> <p>vi. 人身伤害赔偿责任（包括合同）；并且</p> <p>vii. 突发和意外的污染赔偿责任。</p> <p>D. 综合汽车责任保险，每次发生/合并单一限额财产损失和人身伤害（包括合同责任保险）的限额不低于 2,000,000 美元，并涵盖：</p> <p>i. “任何车辆”，或</p> <p>ii. “所有拥有的车辆”、“雇用车辆”和/或“非拥有车辆”（如适用）；在这种情况下，卖方向 Guardian 表示并保证，在执行生产服务或与合同下的活动有关的任何情况下，不会使用未涵盖的车辆或其他车辆。</p> <p>E. 专业责任保险，如果该工作可能不符合卖方商业一般责任政策的适用范围，则采用“专业服务”（或类似）排除或免除，其覆盖范围足够广，以涵盖每次发生和合计的合理最小限度服务，在合同完成、期满或终止后 3 年内继续全面生效。</p> <p>F. 财产保险，涵盖卖方的机器和设备、承包商的工具，或工地上任何其他不属于已完成工作的财产。</p>
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<p>2. Insurance Limits and Information. The limits stated in Sections 1.B, 1.C, 1.D and 1.E above can be provided by a combination of primary and excess liability policies and will be at least \$2,000,000 per occurrence. Seller's insurance will cover claims or suits against Guardian or its affiliates for alleged failure to provide a "safe place to work" and equivalent claims relating to workplace hazards. Seller and its subcontractors will provide Guardian with a copy of such party's Workers Compensation Experience Rating Modification for the 3 years before the beginning of the Work.</p> <p>3. Additional Insured. All insurance policies required by the Contract, with the exception of Workers' Compensation, Employers' Liability, and/or Professional Liability Coverage, as applicable, must designate "[the applicable Buyer] and its affiliates and subsidiaries" as an additional insured. Seller agrees, and the applicable policies will provide coverage through the additional insured status for liability arising out of Seller's performance under the Contract or activities relating to such performance.</p> <p>4. Waiver of Subrogation. To the fullest extent permitted by applicable law; (A) Seller, on behalf of its insurers, waives any right of subrogation that such insurers may have against Guardian or Buyer arising out of the Contract; (B) the insurance specified in Section 1.A and Section 1.B will contain a waiver of the right of subrogation against Buyer and Guardian and, if applicable, an assignment of statutory lien; and (C) any physical damage insurance carried by Seller on equipment, tools, temporary structures and supplies owned or used by Seller will provide a waiver of the right of subrogation against Guardian or Buyer.</p> <p>5. Policies. The obligation to carry insurance in conformance with the requirements of the Contract, including as set forth in this Insurance Coverage Exhibit, does not modify or limit in any way any other liabilities or obligations assumed by Seller under the Contract, and is independent of the indemnity obligations of the Contract. No cancellation, modification or change in any of Seller's insurance policies will affect Seller's obligation to maintain the insurance coverages required by the Contract. Seller will be held accountable for all insurance coverages including those of sub-contractors. If and to the extent that the insurance coverage maintained by Seller is greater or broader in any respect than the description of the corresponding requirement set forth in this Insurance Coverage Exhibit, then such greater or broader coverage is automatically made a part of such description to the extent necessary to bring Seller's obligations under this Insurance Coverage Exhibit in conformity with the actual coverage in such respect. Neither Guardian nor Buyer has any duty to advise Seller if Seller's insurance is not in compliance with the Contract. Buyer's acceptance of any proof of insurance does not constitute acknowledgement of the adequacy of coverage and/or compliance with the requirements of the Contract, or an amendment to the Contract.</p> <p>6. Certificates of Insurance. Seller will promptly provide certificates of insurance addressed to Buyer evidencing the coverage required in this Insurance Coverage</p>	<p>2. 保险限额和信息。上述 1.B、1.C、1.D 和 1.E 节中规定的限额可以通过主要和超额赔偿责任政策的组合提供，每次至少 2,000,000 美元。卖方的保险将涵盖因据称未能提供“安全工作场所”以及与工作场所危险相关的等效索赔的由 Guardian 或其关联公司提出的索赔或诉讼。卖方及其分包商将在工作开始前的 3 年内向 Guardian 提供该方工人赔偿经验等级修改的副本。</p> <p>3. 附加受保人。合同规定的所有保险政策，除工伤赔偿、雇主责任和/或专业责任保险（如适用）外，必须指定“适用的买方”及其附属公司和子公司作为额外的投保人。卖方同意，并且适用的政策将通过额外的保险状态为卖方履行合同或与此类履行相关的活动所产生的责任提供保险。</p> <p>4. 代位权的弃权。在适用法律允许的最大范围内：(A) 卖方代表其承保人放弃这种承保人可能对由合同产生的 Guardian 或买方的任何代位权；(B) 第 1.A 节和第 1.B 节规定的保险将包含放弃对买方和 Guardian 的代位权，以及（如适用）法定留置权的转让；以及 (C) 卖方对卖方拥有或使用的设备、工具、临时结构和用品进行的任何实物损害保险将免除对 Guardian 或买方的代位权。</p> <p>5. 政策。按照合同要求进行保险的义务，包括本保险承保范围中规定的保险，不会以任何方式修改或限制卖方根据合同承担的任何其他责任或义务，并且与合同的赔偿义务无关。卖方的任何保险政策的取消、修改或更改都不会影响卖方维护合同所要求的保险范围的义务。卖方将对包括分包商在内的所有保险范围负责。如果卖方维护的保险范围在任何方面大于或超出本保险覆盖示例中所列相应需求的描述，则此类更大或更广泛的覆盖范围将自动成为此类描述的一部分，以使卖方在此保险覆盖范围示例下的义务符合此方面的实际覆盖范围。如果卖方的保险不符合合同，则 Guardian 和买方均无义务向卖方提出建议。买方接受任何保险证明并不构成对保险覆盖和/或符合本合同要求或合同修正的充分程度的承认。</p> <p>6. 保险证明。卖方将及时向买方提供保险证明，以证明此保险覆盖示例中所要求的保险范围。买方有权自行选择 (i) 提供部分或全部所需保险，费用由卖方承担</p>
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<p>Exhibit. Buyer has the right, at its option, to (i) provide some or all the required coverage at Seller's expense (either by set off or direct charge), or (ii) suspend access to its facilities for Seller, its employees and subcontractors – without any reduction in Seller's obligations – unless and until the requested certificates have been provided. Seller will provide written notice to us 30 days in advance of any cancellation or non-renewal. Any such change, modification or cancellation does not affect Seller's obligation to maintain the insurance coverages in this Insurance Coverage Exhibit. In addition, furnishing the foregoing certificates of insurance will not relieve Seller from any liability or obligation for which Seller would otherwise be responsible under the Contract.</p> <p>Attachment B</p> <p><b>EXCEPTIONS TO APPLICABLE LAW AND JURISDICTION</b></p> <p><b>PRECEDENCE OF TERMS.</b> This Attachment B will apply if applicable to modify Section 14.8 of the Terms and Conditions for Purchase of Glass Raw Materials and Glass Production Goods and shall take precedence over Section 14.8. All other terms not specifically modified below shall remain in full force and effect.</p> <p>The following modifications will apply if the Seller is registered in China and will replace Section 14.8 of the Terms and Conditions for the Purchase of Glass Raw Materials and Glass Production Goods in that instance only, as follows: General Terms and Conditions – Applicable Law and Jurisdiction – China</p> <p><b>14.8 Applicable Law and Jurisdiction.</b> The Contract will be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China in accordance with the provisions of this Section 14.8. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these Glass Production Terms which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall in conducted in both English and Chinese. The arbitration award is final and binding upon both parties.</p>	<p>(通过抵销或直接收费)，或 (ii) 暂停访问其卖方、其雇员和分包商的设施，而无需减少卖方的义务，除非并且直到提供所要求的证书。卖方将在任何取消或不续约 30 天前向我们提供书面通知。任何此类变更、修改或取消不会影响卖方在本保险覆盖范围示例中维护保险范围的义务。此外，提供上述保险证明不会免除卖方根据合同将承担的其他任何责任或义务。</p> <p>附件 B</p> <p>适用法律和司法管辖权的例外情况</p> <p>条款的先决条件。如果适用，本附件 B 适用于修改玻璃原材料和玻璃生产商品采购条款和条件的第 14.8 节，并应优先于第 14.8 节。以下未经特别修改的所有其他条款仍应完全有效。</p> <p>如果卖方在中国注册并且仅在该情况下将取代采购玻璃原料和玻璃生产商品的条款和条件的第 14.8 节，则以下修改将适用，具体如下：</p> <p>一般条款和条件—适用法律和管辖权—中国</p> <p><b>14.8 适用法律和管辖权。</b> 合同将根据第 14.8 节的规定受中华人民共和国法律管辖，并按照中华人民共和国法律解释和执行。“联合国国际货物销售合同公约”不适用于本合同。因合同或本玻璃生产条款引起或与之相关的任何争议，如未在一个月内通过谈判解决，应提交中国国际经济贸易仲裁委员会 (CIETAC) 在北京仲裁，这应根据 CIETAC 在申请仲裁时有效的仲裁规则进行。仲裁委员会由三名仲裁员组成，一名由买方指定，一名由卖方指定，第三名仲裁员为 CIETAC 指定的首席仲裁。仲裁应以中英文进行。仲裁裁决是终局裁决，对双方均有约束力。</p>
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