



#### GENERAL TERMS AND CONDITIONS OF SALE (GTS)

##### 1. INTRODUCTION

- 1.1. These general terms and conditions of sale, hereinafter referred to as GTS, determine the principles of cooperation between the parties in the scope of deliveries offered by the Supplier to the Customer.
- 1.2. These general terms and conditions of sale constitute an integral part of each quotation, pricelist and cooperation contract or delivery contract and taking up cooperation in the scope of deliveries is equivalent to simultaneous acceptance of GTS. By placing orders with the Supplier, the Customer confirms that it has reviewed and it accepts GTS.
- 1.3. The Supplier agrees to deliver the products to the Customer under the terms specified in the valid quotation or pricelist.
- 1.4. The Supplier makes valid GTS available on its website at [www.pressglass.us](http://www.pressglass.us)

##### 2. TERMS OF DELIVERY

- 2.1. The Supplier agrees to carry out delivery pursuant to an order sent to the Supplier by post, fax or e-mail, specifying the particulars of the products ordered, their size and quantity and the date of delivery. No reply from the Supplier shall mean acceptance of the order on the date specified in section 2.2. The Customer is bound with the order placed.
- 2.2. Where the terms of the order cannot be accepted, the Supplier shall notify the Customer thereof by fax or e-mail within 5 working days from the date of the order receipt and specify its own delivery terms. No reply from the Customer on the following working day at the latest shall be deemed as consent for order performance under the terms specified by the Supplier.
- 2.3. The Supplier may refuse to accept an order within 3 days from receipt thereof, stating the reasons for such refusal.
- 2.4. The Customer's order constitutes the basis for the Supplier to place relevant orders for raw materials to manufacture the products ordered.
- 2.5. Placement of an order by the Customer subject to an amendment or supplement to GTS requires explicit written consent of the Supplier within the timeframe specified in section 2.2.
- 2.6. Specification for the particular products are defined in the Supplier's quotation or pricelist.
- 2.7. The Parties mutually agree that the products covered by the order will be manufactured according to the provisions of the following Standards and reference documents: ASTM C1036, ASTM C1048, ASTM C1172, ASTM 1376, EN 14179, and other related standards.
- 2.8. The Supplier agrees to deliver the products under terms and conditions defined in the quotation or pricelist and pursuant to INCOTERMS 2020.
- 2.9. If it is impossible to deliver the products by truck with loading capacity above 4 tons, the Customer is obliged to notify the Supplier thereof. The Customer is also obliged to provide the Supplier with relevant permits that would make the delivery possible without any infringement to the traffic rules.
- 2.10. According to the DAP formula, the Supplier is obliged to load the products and transport them to the place agreed upon which includes opening the side of the vehicle and lifting the tarpaulin. The Customer shall be responsible for the other procedures, including unloading.
- 2.11. The Supplier shall bear the risk of damage or loss of the products of transport carried out by it until the Customer starts to unload it. From the moment of starting to unload the products delivered, the Customer shall bear the responsibility for any possible damage or loss to the cargo.
- 2.12. At the Customer's request, the Supplier may also carry out unloading of the products by itself with the use of specialized equipment; however, a relevant written agreement between the Supplier and the Customer shall be necessary for this purpose.
- 2.13. If the Customer fails to collect within the agreed time the products delivered under the EXW or DAP formula, the Supplier shall be entitled to: - issue an invoice for the delivery of the products after expiry of the time to collect the goods and the Customer shall be obliged to pay the amounts due irrespective of the actual collection of the products, - charge the Customer with the amount of \$1000.00 USD per truck load, per week for each delay in collecting the goods as costs of storage after expiry of the agreed collection date of the products.
- 2.14. If the Customer fails to collect the products longer than one month from the agreed collection date, it shall be deemed to have provided their consent to have the products destroyed by the Supplier which shall be without prejudice to the payment obligation specified above.
- 2.15. Under the EXW formula, the Customer shall collect the products with its own means of transport or through a third party. The Supplier's responsibility for any loss or damage to the products ends at the moment of loading them onto the vehicle and afterwards the responsibility for the damage or loss to the products is passed onto the Customer.
- 2.16. The products shall be stored in roofed, dry and well-ventilated premises. The products shall be protected against direct sunlight. The Supplier shall not bear responsibility for any defects or non-conformance arising due to improper storage.
- 2.17. At delivery and collection of the products on returnable racks under DAP formula, the racks the products were delivered on shall be stored on site and/or premises of the Customer for a period not exceeding the number of days stated in the delivery acceptance protocol. The Supplier is obliged to collect the racks from the Customer's site, however, the Customer must enable such collection and provide all the information on the location of the racks stored. The Customer is obliged to load the racks on the Supplier's truck.
- 2.18. The Customer's confirmation of receipt of the products in the delivery acceptance protocol means confirmation of receipt of the racks at the same time.
- 2.19. Under the EXW formula, the Customer shall return the racks to the Supplier's plant by date stated in the delivery acceptance protocol.

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- 2.20. If the Supplier requests the Customer to confirm the stock of the Supplier's racks held by the Customer, indicating their quantity and numbers, and the Customer does not reply within 7 days of receipt of such request, the parties shall mutually deem the lack of reply as consent to the status indicated therein by the Supplier.
- 2.21. When the Customer does not return the racks within the specified period (120 days from date of shipment), prevents or hinders the collection of the returnable racks or causes or fails to prevent damage to the racks or their loss, the Supplier has the right to charge the Customer with a contractual penalty at its own discretion in the amount of \$400 for a rack type LP; \$700 for a rack type LW; \$1000 for a rack type A; \$1800 for a rack type A-MINI; \$4200 for a rack type A-MAX. If the rack is returned by the end of the next calendar month after issuing the accounting note, the Supplier shall adjust the value of the penalty charged to \$0. Returning the rack after this deadline shall result in 100% of the penalty being withheld by the Supplier and no possibility to adjust the accounting note. Charging the contractual penalty shall not release the Customer from the obligation to return the rack. (Press Glass Inc. remains the rightful owner of the rack).

## 3. DELIVERY DOCUMENTATION

- 3.1. Every lot of delivery will be evidenced with a delivery acceptance protocol with a specification of delivery which will constitute the foundation for the quantitative acceptance of the products and the racks.
- 3.2. The quantitative and qualitative acceptance will be carried out on the Customer's premises or on site. In case the EXW formula applies, the quantitative and qualitative acceptance shall be carried out at the Supplier's premises.
- 3.3. A delivery shall be deemed accepted without objections as to the quantity and without damage upon signing the delivery acceptance protocol by the Customer's representative. The Customer is obliged to identify the persons authorised to sign delivery acceptance protocols. In case of any doubts, any person signing the delivery acceptance protocol on site and/or at the Customer's premises shall be deemed to be a Customer's representative.
- 3.4. Any short deliveries of the delivered products as compared to the quantity stated in the delivery acceptance protocol should be reported solely at the very moment of handing over the lot by making a relevant entry in the delivery acceptance protocol or in case of deficiencies due to breakage of the products in carriage – additionally in a breakage report in delivery provided the documents are signed by the representatives of both parties.
- 3.5. The qualitative acceptance is carried out upon handing the batch of products and in the period up to their installation; however, not later than within 14 days from the date of delivery by the Supplier.

## 4. PAYMENTS

- 4.1. The Supplier will issue an invoice to the Customer no later than within 7 days of the delivery date. The Supplier shall designate the date and method of payment in each invoice.
- 4.2. The invoices will be issued in the currency compliant with the pricelist or quotation.
- 4.3. Both parties declare that the Customer will pay the Supplier the amount payable for the products supplied at the time and at the unit prices as defined in the quotation or pricelist.
- 4.4. In case of any delays in payment for the invoices payable, the Supplier shall be entitled, at its sole discretion, to suspend the production of any subsequent lots of deliveries until payment of any delayed amounts and shorten the due date of any further invoices to 7 days or require prepayment up to 100% of the order value prior to starting production of subsequent lots of the products.
- 4.5. Delays in payment may cause extension of subsequent deliveries vis vis the agreed delivery schedule, however, without any negative consequences thereof for the Supplier.
- 4.6. Upon payment of delayed amounts payable by the Customer, the Supplier will resume deliveries of products under the terms and conditions determined unilaterally by it. Any change as described above does not constitute an amendment within the meaning of par. 7.1. of chapter FINAL PROVISIONS, it will not require any consent of the Customer for validity and will be applicable at the moment of the Customer being notified thereof.
- 4.7. The date of payment shall be the date when the amount payable is credited to the Supplier's bank account.
- 4.8. The products will remain the Supplier's property until full payment for them by the Customer.
- 4.9. In case of delay in payment exceeding 14 days of the due date of an invoice, the Supplier may terminate the contract with immediate effect.
- 4.10. In case of termination of the contract as described above, the Supplier may, at its sole discretion, perform orders placed prior to the date of termination or withdraw from the contract in that respect. The right to withdraw applies within 14 days of the incident causing termination.
- 4.11. In case of orders against prepayment, start of production induced by the Supplier shall take place upon the Customer's payment of the amount agreed by the parties. The date of payment is the date when the amount due is credited to the Supplier's bank account.
- 4.12. In case of orders performed with a defined credit limit the Supplier, at its sole discretion is entitled to suspend production and subsequent deliveries when the defined credit limit is exceeded until payment received by the customer is credited to the Supplier's bank account to sufficiently reduce the liabilities. The supplier will resume production and deliveries with receipt of acceptable payment.
- 4.13. The credit limit shall mean the sum of the liabilities, matured and not matured, of the Customer towards the Supplier, including orders placed and directed to production (even if they have not been invoiced).
- 4.14. Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing use or consumption of any of the product covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall, in

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addition to the purchase price, delivery costs and other expenses, be on the account of the Buyer, who shall promptly pay the amount thereof, to the Seller upon demand and such amounts shall not be subject to any cash or other discounts.

## 5. WARRANTY

- 5.1. The products will be labelled by the Supplier pursuant to the applicable regulations and according to the parties' mutual agreement, however, subject to such regulations.
- 5.2. The Supplier shall not be held liable for third party materials. The liability for any damage that may occur is limited to gross negligence that the Customer proves.
- 5.3. The Supplier grants a warranty subject to the terms and conditions specified in a separate warranty document.
- 5.4. The claim must be submitted in writing or electronically, no later than within 7 days from finding visible or identifiable defects, but no later than within 14 days from the date of delivery of the products to the Customer, under pain of the rights resulting from the warranty for physical defects are lost. The Supplier will accept the claim notifying the Customer thereof in any form or refuse to accept it in writing/electronically. Claims concerning quantitative shortages may only be submitted within the time limit and in the manner provided for in item 3.4.
- 5.5. The Supplier shall not be liable for any aesthetic defects of glazing made with the products supplied by it. The Supplier shall neither be liable for any mechanical, chemical, or other similar defects caused by external factors that occurred during assembly or after installation of the supplied products.
- 5.6. In case of any reported short deliveries or breakage of the products included in the Shipping manifest or Damaged goods in delivery, as provided in section 3.4 above, during transport of a delivery performed under the DAP formula, the Supplier shall deliver the missing products or replacement products within 10 working days from the delivery date. If replacement is impossible in this time period for any reason, the Supplier will inform the Customer the estimated delivery date. If the date provided by the Supplier is unacceptable to the Customer, the Supplier will refund the purchase price (at the Customer's request).
- 5.7. The Supplier shall be liable for physical defects of the products sold only in case when the properties of the products do not comply with the requirements of the standards stated in section 2.7.
- 5.8. In its claim, the Customer shall specify the quantities of the products claimed, their type, order number, item, and specific cause of the claim. Any claims concerning cracks in the products or other physical defects found after handing the products over to the Customer shall not be accepted unless the Customer proves that the reason for the claim is due to a Supplier's fault and the Supplier accepts the reasons for the claim in writing/electronically.
- 5.9. In case of a claim, the Customer is obliged to secure the product claimed for the purpose of any possible visual inspection with the participation of Supplier's representatives on site of delivery or on the Supplier's premises. In case the Customer does not duly secure the products claimed, it shall bear liability for damages towards the Supplier under the principles provided for in law.
- 5.10. If it is necessary to carry out a visual inspection to substantiate the reasons for the claim, a representative of the Supplier shall perform the inspection within an agreed time. Within 7 working days of such inspection, the Supplier shall notify the Customer on acceptance of the claim in any form or rejection of the claim in writing/electronically.
- 5.11. If it is unnecessary to make a visual inspection to determine the reason for the claim, the Supplier, within 7 days will inform the Customer about the acceptance of the claim and in 10 work days, shall start the production of the products claimed or notify the Customer of rejection of the claim in writing/electronically. If replacement is impossible in this time period for any reason, the Supplier will inform the Customer the estimated delivery date. If the date provided by the Supplier is unacceptable to the Customer, the Supplier will refund the purchase price (at the Customer's request)"
- 5.12. When the products manufactured in compliance with the Customer's guidelines deviates from the standards specified in section 2.7, the Supplier shall not be liable under warranty for physical defects.
- 5.13. The Supplier shall not be liable under warranty for physical defects due to an incorrect application of the products by the Customer.
- 5.14. Delivery of products free of defects shall also mean acceptance of the claim.
- 5.15. If the claims of the holder of the warranty for physical defects are deemed justified, the Supplier undertakes to repair the products or replace them with new ones, free from defects, or to refund the purchase price, if the repair is impossible or pointless (at the Supplier's discretion).
- 5.16. The Customer must inspect the precise quantity, quality, product range, and completeness of the products before the beginning of the use of the products according to their intended purpose. The Customer must inform the Supplier in writing or electronically about such identified non-conformities and discrepancies of the products, under the pain of losing any warranty claims, not later than within 7 days from the date of delivery for visible breakages, and 14 days from the date of discovery for other non-conformities. Any deficiencies or nonconformities which could not be noticed by the Customer using due diligence during the inspection will not be deemed waived and does not alleviate the Supplier's responsibility to deliver products within the original order.

## 6. ADDITIONAL CLAUSES – Force majeure

- 6.1. In case of any change of economic, commercial, financial or political relations the parties did not take into the account when concluding the contract and causing significant disturbance of the contractual balance, each party agrees to immediately take up negotiations in order to restore the contractual balance. The Party whose situation, due to the occurrence of the events defined above, is deteriorated, shall notify the other party thereof immediately in writing. In case no agreement on restoring the contractual balance between the parties is reached within 30 days of the date of notification of the circumstances justifying the renegotiation of the contract that includes these GTS, the contract shall be deemed terminated in the part unfulfilled yet on the first day following the 30-day period foreseen for such renegotiations.

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- 6.2. The provisions of section 6.1. should be applied accordingly in case of a Force Majeure event. Force Majeure includes any sudden unforeseeable external event affecting the performance of the duties of the parties that the parties could not prevent.
7. FINAL PROVISIONS
- 7.1. Any amendments or supplements to these GTS shall be made in writing.
- 7.2. In addition to the claims referred to herein, the Customer is not entitled to any other claims towards the Supplier or to any claims based on any other basis. Particularly, the Customer is not entitled to any claims under the statutory warranty resulting from defects of goods or missing items (other than specified herein), claims based on late deliveries of the goods and claims on change of the delivery object, claims for reduction of the price of the goods, for indemnification for damage, third party damage and any other indirect damage or lost benefits.
- 7.3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of North Carolina, excluding its choice of law rules that would require the application of the laws of a different jurisdiction.
- 7.4. The parties exclude the application of the UN Convention on international sale of goods contracts of April 11, 1980.
- 7.5. The transfer of receivables as well as rights and obligations by the Customer (including the statutory warranty and guarantee) resulting from the cooperation of the parties in the delivery of products from the Supplier on the basis of these GTS requires the written consent of the Supplier.

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