

## **CARDINAL TERMS AND CONDITIONS OF SALE**

References to "Customer" refer only to the original, non-consumer customer purchasing directly from Cardinal. References to "Cardinal" refer only to the respective subsidiary of Cardinal Glass Industries, Inc. ("CGII"), a Minnesota corporation, from which Customer is purchasing the respective product and not to CGII or any other Cardinal Affiliate. References to "Cardinal Affiliate" and "Cardinal Affiliates" refer to all entities owned by CGII, including Cardinal FG Company, Cardinal IG Company, Cardinal CG Company, Cardinal LG Company and Cardinal CT Company.

1. OFFER AND ACCEPTANCE. All sales of product by Cardinal to Customer are subject to these Terms and Conditions of Sale except as otherwise expressly agreed to in a written document signed by Cardinal. This document, together with other documents agreed to in a written document signed by Cardinal, state the entire agreement of the parties and all other terms and conditions are expressly rejected. If this document is part of or incorporated by reference into a Cardinal sales agreement, price list, invoice or other document, it contains the entire agreement of Cardinal and Customer. Customer's acceptance of products shipped by Cardinal will constitute acceptance by Customer of all of the terms and conditions stated in this document. No other agreement, statement or promise made by Cardinal or proposed by Customer relating to the sale of product by Cardinal to Customer that is not in writing and signed by Cardinal is binding on Cardinal.

If this document is a part of or incorporated by reference into an Acknowledgement of a purchase order or other document, then this document is a rejection of any offer made by Customer and is an offer by Cardinal to sell to Customer the products identified at the price(s) indicated, subject to the terms and conditions stated in this document. Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any and all terms and conditions of Customer's purchase order. Cardinal's Acknowledgement is expressly conditioned on Customer's assent to the terms and conditions stated in this document and such assent will be deemed given unless Cardinal agrees to the contrary in a written document signed by Cardinal. No failure of Cardinal to object to any terms and conditions contained in any communication from Customer or shipment of products by a Cardinal Affiliate will be construed as a waiver of the terms and conditions stated in this document or an acceptance of any such terms and conditions.

2. PRICES. Cardinal will be bound by written price quotes it makes that are stated to be "firm" according to their terms. Unless otherwise stated in the applicable contract document signed by Cardinal, all of Cardinal's published prices and discounts, if any, are subject to change by Cardinal. In the event Cardinal changes its prices, the price of products under this document not yet shipped will be the price in effect on the date Cardinal received the product order provided Cardinal accepts the order in writing, except that if Cardinal agrees to delay the manufacture, production or delivery of any products upon Customer's request then, at Cardinal's option, the prices of such products will be those in effect when instructions are later received from Customer to complete such manufacture, production or delivery. Any additions to an outstanding order will be accepted only at prices in effect when the additional order is accepted. All prices are based on the cost of labor, materials, transportation, rates of applicable

taxes and custom duties, and other costs in effect on the date Cardinal agrees to the applicable pricing. Cardinal reserves the right, in the event of any material increases in any of its costs after such date or extraordinary increases in market prices, whether or not arising out of an event of force majeure or a failure of presupposed conditions, to adjust the prices payable upon notice to Customer.

3. PAYMENT TERMS. Payment of the invoice amount for products sold under this document is due within thirty (30) days from the date of invoice unless otherwise agreed to in writing by Cardinal. If at any time Cardinal, in its sole discretion, determines that Customer does not warrant the payment terms originally agreed to, Cardinal may require full or partial payment in advance before proceeding with any order. If the invoice amount is not paid when due, Cardinal Affiliates reserve the right to charge interest on the overdue amount from and after the due date at the rate equal to the lesser of eighteen percent (18%) per annum or the highest rate permissible under applicable law, suspend shipments to Customer, and accelerate the due date of all payments owed by Customer to any and all Cardinal Affiliates. Customer shall also be responsible for collection costs (including attorneys' fees) incurred by any Cardinal Affiliate to collect amounts not timely paid by Customer to a Cardinal Affiliate.

If expressly agreed in writing by Cardinal, a cash discount of 2% will be allowed for payments of the purchase price(s) of products purchased under this document which are received by Cardinal (a) on or before the 25th day of the month with respect to products shipped by Cardinal during the 1st through the 15th day of such month, and (b) on or before the 10th day of the month with respect to such products shipped by Cardinal during the 16th through the last day of the prior month. Such cash discounts are not allowed on any item other than the purchase price(s) of the relevant products, e.g., no discount is allowed on taxes, freight or other transportation, crating or other charges.

4. CUSTOMER TO PAY APPLICABLE TAXES. Any manufacturer's tax, retailers' occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transactions between Cardinal and Customer, will be paid by Customer in addition to the prices quoted or invoiced. In the event Cardinal is required to pay any such tax, fee or charge, Customer will reimburse Cardinal for such amounts, or, in lieu of such payment, Customer will provide to Cardinal in a timely manner an exemption certification or other document acceptable to the authority imposing any such tax.

5. LIMITED WARRANTY OF FLOAT GLASS. Cardinal warrants only to Customer for a period of one (1) year from the date of sale to Customer that float glass manufactured by Cardinal FG Company ("Float Glass") and purchased by Customer from a Cardinal Affiliate was manufactured in compliance with ASTM Specification C1036 Standard Specification for Flat Glass.

6. LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS. Cardinal warrants only to Customer for a period of one (1) year from the date of sale to Customer that heat strengthened and tempered glass products produced by a Cardinal Affiliate (respectively, "Heat Strengthened Glass" and "Tempered Glass") and purchased by Customer from a Cardinal Affiliate was heat strengthened or tempered, as applicable, to meet ASTM Standard

Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. Cardinal also warrants only to Customer for the above limited warranty period that Tempered Glass products produced by a Cardinal Affiliate and purchased by Customer from a Cardinal Affiliate meet the requirements of the Safety Glazing Certification Council.

7. LIMITED WARRANTY OF MONOLITHIC LoE GLASS. Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal CG Company's manufacture that monolithic LoE products produced by Cardinal CG Company ("Monolithic LoE Glass") and purchased by Customer from a Cardinal Affiliate will not have visible deterioration of the LoE coating due to a defect in LoE coating material or workmanship when such Monolithic LoE Glass is used in a sealed insulating glass unit. If the coating of the Monolithic LoE Glass is silver based, the preceding warranty will apply only if the insulating glass unit is assembled with the coated surface(s) of the Monolithic LoE Glass toward the airspace (Surfaces #2 and/or #3 of a dual pane insulating glass unit and Surfaces #2, #3, #4 and/or #5 of a triple pane insulating glass unit).

8. LIMITED WARRANTY OF MONOLITHIC NEAT® GLASS. Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal CG Company's manufacture that monolithic glass products sold to Customer by a Cardinal Affiliate as coated with Cardinal CG Company's Neat® coating ("Monolithic Neat® Glass" and "Neat®", respectively) will in fact have been coated with the Neat® coating consistent with Cardinal CG Company's specification (the "Neat® Glass Specification") at the time of Cardinal CG Company's manufacture of the Monolithic Neat® Glass.

9. LIMITED WARRANTY OF MONOLITHIC i89 and x89 GLASS. Cardinal warrants only to Customer for a period of ten (10) years from the date of Cardinal CG Company's manufacture that monolithic glass products sold to Customer by a Cardinal Affiliate as coated with any of Cardinal CG Company's i89 or x89 coatings ("Monolithic i89 or x89" Glass" and "i89 or x89", respectively) will in fact have been coated with the i89 or x89 coating consistent with Cardinal CG Company's specification (the "i89 or x89 Glass Specifications") at the time of Cardinal CG Company's manufacture of the Monolithic i89 or x89 Glass.

10. LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS. Cardinal warrants only to Customer that for the applicable limited warranty period set out below, the monolithic laminated glass products identified below which are produced by Cardinal LG Company ("Monolithic Laminated Glass") and purchased by Customer from a Cardinal Affiliate will not have materially obstructed vision through the laminated glass due to delamination of the laminated glass arising from defects in the lamination materials or workmanship:

a. for monolithic laminated glass incorporating Dupont's™ Sentry Glas® interlayer ("SG® Laminated Glass"), the limited warranty period is ten (10) years from the date of Cardinal LG Company's manufacture;

b. for monolithic laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate interlayer ("PET

Laminated Glass”) or an ethylene vinyl acetate interlayer (“EVA Laminated Glass”), the limited warranty period is five (5) years from the date of Cardinal LG Company’s manufacture; and

c. for monolithic laminated glass used in the ballistics market incorporating one or more composite interlayers comprised of Dupont’s™ Sentry Glas® interlayer, a polyvinyl butyral interlayer and a polyethylene terephthalate interlayer (the “Ballistics Laminated Glass”), the limited warranty period is five (5) years from the date of Cardinal LG Company’s manufacture.

The interlayer of PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass and Ballistics Laminated Glass that is persistently exposed to moisture at the edge can absorb moisture resulting in discoloration at the edge and perimeter of the product (“Edge Blush”). Cardinal does not warrant PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass products against Edge Blush.

11. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF FLOAT GLASS, HEAT STRENGTHENED GLASS, TEMPERED GLASS, MONOLITHIC LoE GLASS, NEAT® GLASS, MONOLITHIC i89 and x89 GLASS, AND MONOLITHIC LAMINATED GLASS. Any claim of a breach of any of the preceding limited warranties respecting Float Glass, Heat Strengthened Glass, Tempered Glass, LoE Glass, Neat® Glass, Monolithic i89 and x89 Glass, and Monolithic Laminated Glass (the relevant product(s) is(are) the "Product(s)") must be received in writing by Cardinal from Customer on or before the end of the applicable limited warranty period or the claim is waived. Cardinal, at its exclusive option, will upon receipt of a written claim within the applicable limited warranty period and confirmation of the existence of a manufacturing defect covered by the applicable limited warranty either:

a. Provide a replacement Product (equivalent to the original or the then currently produced substantially equivalent or better product, at Cardinal’s option) to Customer in exchange for the defective Product, or

b. Refund to Customer Cardinal's original selling price for such defective Product. If Cardinal elects to supply a replacement Product, any limited warranty that would otherwise apply to such replacement Product will extend only for a limited warranty period equal to the remaining balance of the applicable original limited warranty period for the defective Product. All replacement Products will be provided FOB Cardinal's nearest plant producing the Product.

12. LIMITED WARRANTY AND SOLE REMEDIES FOR INSULATING GLASS UNITS. Cardinal warrants only to Customer for a period of twenty (20) years from the date of the Cardinal Affiliate’s manufacture that the insulating glass units produced by a Cardinal Affiliate with XL Edge® or Endur® spacers and with or without glass that is laminated ("Insulating Glass Units") and purchased by Customer from a Cardinal Affiliate will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to manufacturing defects in material or workmanship. The relevant warranty above shall be valid only if the Insulating Glass Units are properly installed in high altitude applications in accordance with the requirements of Cardinal Affiliates concerning installation of Insulating Glass Units and all capillary tube materials (tubes, covers, silicone, picks) used with the Insulating Glass Units are purchased from a Cardinal Affiliate. Requirements of Cardinal Affiliates concerning installation of Insulating Glass Units with

capillary tubes can be obtained by writing to Cardinal IG Company, 7201 West Lake Street, Minneapolis, MN 55426-4320. Failure to utilize materials supplied by a Cardinal Affiliate or properly execute the requirements of Cardinal Affiliates for the installation of Insulating Glass Units at high altitude will void this limited warranty. The preceding limited warranties respecting Insulating Glass Units will not apply to Insulating Glass Units in which capillary tubes are installed by someone other than Cardinal unless Cardinal reviews in advance and approves in writing all of the installation and sealing details and other relevant facts about the proposed capillary tubes and the actual installation, sealing and other relevant matters conform in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

Cardinal also warrants only to Customer for a period of one (1) year from the date of sale to Customer that Insulating Glass Units were manufactured to meet the requirements of the Insulating Glass Certification Council, and ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.

Any claim of a breach of any of the preceding limited warranties respecting Insulating Glass Units must be received in writing by Cardinal on or before the end of the applicable limited warranty period or the claim is waived. Cardinal, at its exclusive option, will upon timely receipt of a written claim and confirmation of the existence of a manufacturing defect covered by the applicable limited warranty either:

a. Provide a replacement Insulating Glass Unit (equivalent to the original or the then currently produced substantially equivalent or better product, at Cardinal's option) and grant to Customer a reglazing allowance equal to Customer's glazing cost incurred up to 50% of Cardinal's original selling price of such defective Insulating Glass Unit.

b. Refund to Customer 100% of Cardinal's original selling price for such defective Insulating Glass Unit plus Customer's glazing cost incurred up to 50% of Cardinal's original selling price for such defective Insulating Glass Unit.

13. DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY THE RESPECTIVE CARDINAL AFFILIATE WITH RESPECT TO ANY PRODUCT. NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING, WITHOUT LIMITATION, ANY SPECIFICATIONS, (A) CARDINAL AFFILIATES PROVIDE NO WARRANTY ON FLOAT GLASS NOT PRODUCED BY CARDINAL FG COMPANY AND MERELY ASSIGN TO CUSTOMER ANY ASSIGNABLE WARRANTY RECEIVED ON SUCH FLOAT GLASS, (B) CARDINAL AFFILIATES MAKE NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT SOLD IN CONNECTION WITH THIS DOCUMENT, INCLUDING (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (c) THAT THE PRODUCT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. CARDINAL AFFILIATES DISCLAIM ANY WARRANTY THAT PVB LAMINATED GLASS, PET LAMINATED GLASS, EVA LAMINATED GLASS OR BALLISTICS

LAMINATED GLASS PRODUCT WILL NOT SUFFER EDGE BLUSH. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

14. EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AGAINST ANY CARDINAL AFFILIATE FOR ANY DEFECTS OR NONCONFORMITY IN PRODUCT SOLD BY ANY CARDINAL AFFILIATE AND FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY CARDINAL AFFILIATE. The purpose of the express exclusive remedies is to provide Customer with the replacement (equivalent to the original or the then currently produced substantially equivalent or better product) of, or to enable Customer to return in exchange for cash consideration, product produced by Cardinal which is found to be defective or nonconforming under any one of the preceding limited warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal is willing and able to replace such defective or nonconforming product in the prescribed manner or willing to accept return of such defective or nonconforming product in exchange for the stated cash consideration. NO CARDINAL AFFILIATE WILL IN ANY EVENT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCT, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION AND SECTION 15, "CARDINAL AFFILIATE" AND "CARDINAL AFFILIATES" INCLUDE CGII, ALL CARDINAL AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL AFFILIATES EXCEED THE AMOUNT PAID TO CARDINAL BY CUSTOMER FOR THE SPECIFIC TYPE OF PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY CUSTOMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SPECIFIC TERMS IN THIS AGREEMENT NOT PERMITTED UNDER APPLICABLE LAW WILL NOT APPLY.

15. LIMITATIONS APPLICABLE TO LIMITED WARRANTIES. The preceding limited warranties are given only to Customer of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. Customer agrees to indemnify Cardinal Affiliates (as defined in Section 14 above) for all claims, damages, costs and expenses (including attorneys' fees) arising in connection with claims against Cardinal Affiliates of any nature (including claims arising from Cardinal Affiliates' negligence) relating to products supplied by any Cardinal Affiliates to Customer, other than claims by Customer to the extent covered by the preceding limited warranties and applicable exclusive remedies. The preceding limited warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, incompatible glazing materials, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or

any reason not related to manufacturing defects in material or workmanship of the relevant product. The preceding limited warranties respecting Heat Strengthened Glass, Tempered Glass, Monolithic LoE Glass, Monolithic Neat® Glass and Monolithic i89 and x89 Glass products will also not apply to products that are subjected to additional fabrication (e.g., grinding, drilling, sandblasting, etc.) or, in the case of Heat Strengthened Glass, Tempered Glass or non-temperable Monolithic LoE Glass, are exposed to temperatures in excess of 400° F. The preceding limited warranties respecting Laminated Glass products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass product or the Laminated Glass product is exposed to corrosive materials, including but not limited to sulfur or chlorine. The preceding limited warranties respecting Monolithic LoE Glass, Monolithic i89 and x89 Glass and Monolithic Neat® Glass products will also not apply unless: (i) the frost point of the sealed insulating glass unit in which such Monolithic LoE Glass is used is and remains 0° F or lower, (ii) the coating was deleted to an extent satisfactory to Cardinal from the perimeter edge of the glass to which the sealant is exposed prior to the assembly of the sealed insulating glass unit, (iii) there is no incompatibility of the coating with materials used in the manufacture of the sealed insulating glass unit (e.g., sealants, desiccants, gases, muntin bars, etc.), (iv) corrosive materials, including but not limited to sulfur or chlorine, are not present in the airspace, and (v) in the case of Monolithic i89 and x89 Glass, it has been cleaned and maintained in accordance with Cardinal IG Company's published cleaning and maintenance instructions, as they may change from time to time. The limitations recited in clauses (i) and (ii) of the immediately preceding sentence do not apply to Monolithic Neat® Glass products. The preceding limited warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units that are installed in structural glazing and sloped glazing applications unless Cardinal reviews in advance and approves in writing all of the glazing details and other relevant facts of the proposed application and the actual application conforms in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

16. FREIGHT. Delivery of products covered by this document will be FOB Cardinal's plant and, except when Customer has arranged for pick up, shipment will be by way of common carrier, contract carrier or Cardinal's truck at Cardinal's option. If Cardinal arranges shipment, methods and route of shipment will be at the discretion of Cardinal unless Customer specifies otherwise in writing and Cardinal agrees in writing. If Cardinal has agreed to pay any freight expense, any additional expense associated with a method or route of shipment specified by Customer will be borne by Customer. Cardinal will not be responsible for loss, damage, or delay caused by the carrier. Customer will be responsible for filing and recovering any and all freight damage claims. Customer is responsible for discovering concealed freight damages. Cardinal will not honor claims for concealed damage. Cardinal reserves the right to charge a market price for boxing orders that are less than a full truckload. Cardinal reserves the right to sell products FOB the manufacturing plant of the Cardinal Affiliate which produces or last processes the ordered product.

17. DELIVERY AND ACCEPTANCE. Delivery of products by Cardinal to a carrier at the FOB point will constitute delivery to Customer; and notwithstanding anything to the contrary and regardless of whether or not Cardinal pays the freight, all risk of loss or damage in transit will pass to Customer upon delivery to such carrier. Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to

any delays requested or made for the convenience of Customer beyond the scheduled shipping date. Product supplied by Cardinal must be inspected by Customer for nonconformity (including, without limitation, breakage, cracks, scratches, inclusion of foreign material, and other nonconformity or noncompliance), shortage and other errors, and all claims received in writing by Cardinal within the earlier of ten (10) days after receipt of a shipment at the original shipment destination or the further processing or sale of the product by Customer. Failure to make a claim within such period will constitute a waiver of all such claims by Customer, and such failure will constitute acceptance of the products. Cardinal must be given a reasonable opportunity to inspect alleged defective or nonconforming product, and, at Cardinal's option and as Cardinal's sole obligation, repair, replace or refund the price paid by Customer to Cardinal. If requested by Cardinal, the defective or nonconforming product must be returned to Cardinal.

18. TECHNICAL SERVICE BULLETINS. Cardinal Affiliates and/or CGII operate one or more facilities that develop information and opinions about products or other matters of potential interest to Customer and industries which use products manufactured by Cardinal Affiliates as well as goods into which they are incorporated. A Cardinal Affiliate and/or CGII historically has and may hereafter publish such information and opinions in Technical Service Bulletins or other communications ("TSBs"). Cardinal Affiliates and CGII shall have no liability arising from TSBs and, in their sole discretion, may amend, retract, stop preparing and discontinue publishing TSBs at any time without notice of any kind.

19. SUITABILITY. Customer is solely responsible for determining the suitability and compatibility of Customer's methods, processes, designs and materials used with the products and the suitability of the products for Customer's needs and applications. Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. Customer has the responsibility to use safety glazing materials (e.g., tempered glass or laminated glass) in hazardous locations. Cardinal Affiliates and/or CGII may from time to time offer or be asked to review, test, provide information (including TSBs) or its opinion about products supplied by Cardinal Affiliates, Customer's methods, processes, designs and materials to be used with such products, or the suitability of such products in a proposed application but no Cardinal Affiliate nor CGII shall have any responsibility, liability or obligation with respect thereto or to supplement the same. Customer will at all times be responsible for determining the suitability of such information, review and test results, opinions, processes, products and services for use in Customer's own processing and applications and for identifying and performing to Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

20. NO WITHHOLDING OF PAYMENT. Customer will not withhold payment of the purchase price(s) of products purchased under or any other amount payable to Cardinal in connection with this document in the event of any dispute between Customer and Cardinal.

21. ORDER CANCELLATIONS. Orders cannot be cancelled by Customer after the orders are in Cardinal's computerized scheduling queue. Cancellations of any other order must be approved in writing by Cardinal in its discretion and are further subject to the following upon such approval: Cardinal will endeavor to stop all of its work with respect to such order within a



reasonable time after Cardinal receives and approves Customer's request to cancel and Customer agrees to pay Cardinal for all work in process and any raw materials or supplies used, or for which commitments have been made by Cardinal in connection with the order, on the basis of Cardinal's full costs and expenses computed in accordance with Cardinal's standard practices, plus fifteen percent (15%) of such full costs and expenses.

22. SHIPPING SCHEDULES; FORCE MAJEURE. All quoted shipping schedules are approximate and will depend upon prompt receipt by Cardinal from Customer and subsequent approval by Cardinal of all credit information. Cardinal may make delivery in lots or installments, unless otherwise expressly agreed, and all such lots or installments may be the subject of separate invoices which are to be paid when due under each invoice and without regard to subsequent deliveries. No Cardinal Affiliate will be liable for any penalty for failure to meet shipping schedules unless the Cardinal Affiliate has specifically agreed to such penalty in a writing signed by an officer of the Cardinal Affiliate. Cardinal Affiliates will not be liable for any damage caused as a result of any delay in delivery or failure to deliver due to any cause beyond the Cardinal Affiliate's reasonable control, including, without limitation, Act of God; any act of Customer; embargo or other governmental act, regulation or request; fire; accident; strike; slowdown; war; riot; flood; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities at customary prices ("Force Majeure Events"). In the event of any Force Majeure Event, Cardinal may extend the date of delivery for a period equal to the time lost by reason of the Force Majeure Event or exercise the right referred to in Section 2. Customer's acceptance of the products when delivered will constitute a waiver of all claims for damages caused by any such delay or Force Majeure Event. Delay in delivery of any lot or installment or exercise of the right referred to in Section 2 will not relieve Customer of Customer's obligation to accept remaining deliveries.

Products shipped to destinations within the USA may be packaged on steel racks or bungee racks of Cardinal Affiliates. All such racks are and will remain the property of Cardinal Affiliates. Customer will use reasonable care in unloading, loading and using the racks. The racks are to be used by Customer solely in connection with and to facilitate the delivery of the Cardinal products and for no other uses, including, without limitation, inventory storage and other storage or shipment of Customer's or third parties' products. Customer will not alter, sell or subject to an encumbrance any such rack. Customer is responsible to make racks provided to Customer available to Cardinal for recovery and for any loss or damage to the racks. Cardinal will be entitled to charge Customer for the replacement value of any rack not made available for recovery by Cardinal, lost or damaged. Upon a request of a Cardinal Affiliate, Customer will permit persons designated by the Cardinal Affiliate access to Customer's facilities during normal business hours to enable such persons to determine the number and condition of racks in Customer's possession and to recover possession of the racks for the benefit of Cardinal Affiliates. If recovery of possession of racks is sought by a Cardinal Affiliate, Customer will at its cost cooperate with Cardinal Affiliates and their designees in all respects.

23. GENERAL. This document will be governed by the laws of the State of Minnesota without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. All terms used in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the State of Minnesota, will have the same definition and meaning for purposes of this document and sale of goods. This document cannot be amended

or modified as against CGII or a Cardinal Affiliate except by a writing signed by an authorized officer of such party. No claim or right of Cardinal arising out of any breach of any of Customer's obligations to a Cardinal Affiliate may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by the Cardinal Affiliate in writing and is supported by consideration.

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