

## TERMS AND CONDITIONS OF SALE

The terms and conditions of sale contained herein (the “Sales Terms”), together with any specifications (“Specifications”) provided by Corning Auto Glass Solutions, LLC (“Corning”) and for the products and goods sold by Corning (the “Products”), apply to all quotations made and purchase orders (each, a “Purchase Order”) received by Corning from a purchaser (the “Buyer”) upon Corning’s acceptance of any Purchase Order from the Buyer and are the exclusive binding agreement between the parties regarding the Products. Corning’s acceptance of any Purchase Order from the Buyer is conditioned upon Buyer’s assent to these Sales Terms in lieu of all other terms including, without limitation, the terms contained in Buyer’s Purchase Order. Corning expressly rejects all provisions contained in communications from Buyer that conflict with or are inconsistent with the terms contained herein. No Purchase Order and no addition or deletion or other modification of these Sales Terms or other agreement proposed by Buyer shall become binding upon Corning, whether advanced by document, purchase order, confirmation or otherwise, unless specifically agreed to in a writing executed by an authorized representative of Corning. Corning’s failure to object to any of the provisions contained in Buyer’s documentation shall not be deemed a waiver of these provisions.

1. Non-Cancelable by Buyer. Any Purchase Order subject to these Sales Terms shall be non-cancellable in whole or in part by Buyer except with the prior written consent of Corning. In the event of any cancellation, Buyer shall pay Corning, at Corning’s option, the following as liquidated damages: (a) invoice price of all Products that are identified in Buyer’s Purchase Order; (b) actual costs incurred by Corning for Products not completed which are allocable to the balance of Products ordered by Buyer, including the cost of discharging Corning’s liabilities which are so applicable, and the costs of materials on hand which were acquired or produced in connection with Buyer’s Purchase Order, plus a reasonable allowance for profit in connection with partially finished work and materials; and (c) a reasonable allowance for profit in connection with Products ordered in relation to Buyer’s Purchase Order but with respect to which production has not yet begun at the time of the cancellation. Corning reserves the right to cancel any Purchase Order accepted by Corning, or to refuse or delay shipment thereof, if Buyer: (i) fails to make any payment as provided in these Sales Terms or under the terms of payment set forth in any invoice or otherwise agreed to by Corning and Buyer, (ii) fails to meet reasonable credit or financial requirements established by Corning, including any limitations on allowable credit, or (iii) otherwise fails to comply with these Sales Terms. Buyer may not cancel a Purchase Order accepted by Corning except with respect to a material breach by Corning; provided, however, that Buyer has provided Corning with sixty (60) days written notice alleging such material breach and such material breach has not been remedied by Corning within such time period; provided further, however, that such sixty (60) day period shall be extended by such time as is reasonably necessary for Corning to cure such material breach so long as Corning has promptly commenced to cure such material breach and continues its efforts to cure such material breach.

2. Price; Payment. (a) Unless otherwise agreed by the parties in writing, Buyer will be billed at the prices stated at the time of Corning’s acceptance of Buyer’s Purchase Order. Corning’s prices are exclusive of transportation, insurance, taxes, customs fees, duties and other charges related thereto, and Buyer shall pay any and all such charges and hold Corning harmless therefrom. If the prices are based on the purchase of a particular quantity of Products and Buyer fails to purchase that quantity which would justify the pricing granted, Corning shall have the right, in addition to any other remedies at law or equity, to (i) recover from Buyer the difference between the stated price and Corning’s standard prices for such Products in the quantity actually purchased by Buyer or (ii) adjust future pricing for any order of the Product by Buyer. If exemption from taxes is claimed, Buyer must provide a certificate of exemption at the time Buyer’s Purchase Order is submitted to Corning, and Buyer agrees to indemnify Corning for any unpaid taxes in the event such exemption is not applicable.

(b) Unless otherwise agreed to by Corning in writing, payment shall be made net cash, in U.S. dollars, within sixty (60) days from the date of Corning’s invoice to Buyer without setoff of any kind. Any credits or setoffs alleged by Buyer to be due from Corning shall not be deducted from the amounts due Corning under Buyer’s Purchase Order until Corning shall have issued and delivered to Buyer Corning’s credit memorandum authorizing such deduction. To the extent permitted under applicable law, past due accounts and sums improperly deducted shall accrue interest at the lower of (i) 2.5% p.a. above the current prime rate quoted by Citibank, N.A. in New York City, New York, USA or (ii) the highest rate permitted by applicable law. Additionally, Buyer shall pay to Corning all costs and expenses incurred by Corning in seeking collection of any amounts owed by Buyer to Corning.

(c) If Corning accepts partial payment in an amount less than the full amount of any invoice, such acceptance shall neither constitute a waiver of Corning's right to collect the balance nor an accord and satisfaction, notwithstanding Corning's endorsement of a check or other instrument.

(d) In addition to all other rights and remedies Corning may have against Buyer, Buyer hereby grants to Corning a security interest in all of the Products and all proceeds thereof to secure Buyer's obligation to pay the purchase price therefor and any other amounts owing to Corning by Buyer, including, without limitation, all costs and expenses of litigation, attorneys' fees and interest. In connection with the security interest granted herein, Corning is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Corning as secured party. Buyer agrees to execute such documents requested by Corning to record and otherwise perfect this security interest.

3. Solvency. Buyer's Purchase Order constitutes Buyer's representation that Buyer is solvent, able to pay its debts when they become due and is in sound financial condition and this representation is a condition to Corning's acceptance of Buyer's Purchase Order. In the event Buyer becomes insolvent, is unable to pay its debts as they become due, has an adverse change in its financial condition or if Buyer fails to comply with the payment terms set forth herein, or if Corning has cause to believe that any such event has occurred, regardless of the accuracy or reasonableness of Corning's belief, Corning, at its option, may (i) demand payment in full prior to shipment or upon delivery or stop any delivery until Corning has received payment; (ii) cancel Corning's acceptance of Buyer's Purchase Order at any time without liability to Buyer; or (iii) reclaim any Products that have been delivered to Buyer but remain unpaid for upon demand.

4. Title and Shipment. (a) Unless otherwise agreed to by Corning in writing, all shipments of the Products are made EXW (Incoterms 2020). Corning reserves the right to make delivery in installments and such shipments to be invoiced when shipped. Delivery of any of the Products by or on behalf of Corning to any common carrier or to any other carrier or agent for shipment to Buyer, or such other party as Buyer shall designate, shall be deemed delivery thereof to Buyer for all purposes and, thereupon, title to such of the Products and risk of loss thereof, including damages or theft in transit, shall immediately be transferred to and be deemed assumed by Buyer, regardless of any freight terms of any shipping agent that has been specified by Buyer.

(b) Shipping dates are approximate and acceptance of Products by Buyer shall constitute a waiver of all claims due to delay in delivery. In the event that there should be a shortage of any Product for any reason, Corning may apportion its available Products among itself, its affiliates and all its customers in such a manner as it deems reasonable in its sole discretion. Buyer acknowledges and agrees that Corning shall have no liability to Buyer with respect to any such shortage, delay in delivery or apportionment of Products.

5. Inspection. Buyer shall inspect the Products upon delivery and shall notify Corning within five business days of any defective or non-conforming Products. Buyer shall be deemed to have accepted the Products if Buyer fails to notify Corning of any defective or non-conforming Products in such 5-business day period.

6. Returns. Any Product return shall be returned to Corning ONLY upon assignment of a Return Material Authorization (RMA) Number by Corning. Any Product returned to Corning without a RMA Number will be refused and returned to Buyer at Buyer's expense. Returns will not be accepted by Corning for any reason other than for verifiable Product defects or nonconformities made in writing and delivered to Corning within the five-business day period set forth in Section 5 above.

7. Warranty and Disclaimer. (a) SUBJECT TO SECTION 7(b), CORNING WARRANTS THAT AS OF THE DATE OF DELIVERY FROM CORNING'S MANUFACTURING FACILITY THE PRODUCTS WILL CONFORM WITH THE SPECIFICATIONS THAT HAVE EITHER BEEN DELIVERED TO BUYER BY CORNING OR AGREED TO BY BUYER AND CORNING IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY (IN ALL CASES SUBJECT TO THE QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS NOTED IN THE SPECIFICATIONS).

(b) CORNING MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, TO BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS EXCEPT AS EXPRESSLY STATED IN THESE SALES TERMS, AND CORNING EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING, CUSTOM OR TRADE, AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF THE PRODUCTS, FITNESS

FOR ANY PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. ALL CLAIMS FOR ALLEGED DEFECTS IN THE PRODUCTS SHALL BE DEEMED WAIVED: (i) UNLESS MADE IN WRITING AND DELIVERED TO CORNING WITHIN ONE YEAR AFTER SHIPMENT OF THE PRODUCTS TO BUYER; AND (ii) IF THE NONCONFORMING PRODUCTS HAVE BEEN CHANGED, ALTERED, DAMAGED OR DESTROYED BY BUYER OR BUYER'S PERSONNEL, OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, BUYER'S CUSTOMERS). CORNING'S SOLE LIABILITY WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS. CORNING, IN ITS SOLE DISCRETION, SHALL DETERMINE ON A CASE BY CASE BASIS WHETHER REPAIR OR REPLACEMENT WILL BE THE REMEDY RESPECTING ANY SUCH DEFECTIVE PRODUCTS. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY SYSTEM OR MODULE OR DEVICE INTO WHICH ANY PRODUCTS MAY BE INCORPORATED AND CORNING PROVIDES NO REPRESENTATION OR WARRANTY THAT ITS PRODUCTS WILL OPERATE AS ANTICIPATED WITHIN ANY SYSTEM OR MODULE OR DEVICE OR APPLICATION. NO WARRANTY OR REPRESENTATION OR GUARANTY IS MADE BY CORNING AS A RESULT OF THE DELIVERY OF ANY SAMPLE, PROTOTYPE, PRODUCT INFORMATION SHEET, SALE OR MARKETING MATERIAL, CUSTOM, TRADE PRACTICE, OR STATEMENT BY A REPRESENTATIVE OF CORNING. WARRANTIES GRANTED BY CORNING SHALL BE DEEMED VOID FOR PRODUCTS USED FOR ANY PURPOSE NOT EXPRESSLY SET FORTH IN THE SPECIFICATIONS. CORNING SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF PRODUCTS USED IN APPLICATIONS NOT EXPRESSLY INTENDED BY CORNING AS SET FORTH IN THE SPECIFICATIONS. IF THE ONE-YEAR WARRANTY PERIOD DESCRIBED HEREIN HAS NOT EXPIRED, SUCH REPAIR OR REPLACEMENT SHALL BE CORNING'S SOLE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY THAT BUYER, ITS CUSTOMERS OR ANY USERS OF THE PRODUCTS SHALL HAVE AGAINST CORNING WITH RESPECT TO THE QUALITY, PERFORMANCE OR USE OF ANY OF THE PRODUCTS. IF THE WARRANTY PERIOD HAS EXPIRED, CORNING SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER. BUYER HEREBY AGREES TO COMMUNICATE IN WRITING THE TERMS OF THIS SECTION TO ITS CUSTOMERS; PROVIDED, HOWEVER, THAT THIS LIMITED WARRANTY APPLIES ONLY TO BUYER AND MAY NOT BE ASSIGNED, TRANSFERRED OR EXTENDED BY BUYER.

(c) ALL PRODUCT INFORMATION FURNISHED BY CORNING IS BELIEVED TO BE ACCURATE AND RELIABLE. HOWEVER, BUYERS MUST INDEPENDENTLY EVALUATE THE SUITABILITY OF AND TEST EACH PRODUCT SELECTED FOR THEIR OWN APPLICATIONS. CORNING PRODUCTS ARE NOT DESIGNED FOR, AND SHALL NOT BE USED FOR, ANY PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH IN THE SPECIFICATIONS. ALL STATISTICAL, RELIABILITY OR EXPECTED OPERATIONAL LIFETIME DATA (OR SIMILAR DATA) REFERENCED IN THE SPECIFICATIONS OR OTHER DOCUMENTS PROVIDED TO BUYER IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NO WARRANTY OR GUARANTY IS PROVIDED BY CORNING THAT ANY PRODUCTS SO PROVIDED WILL CONFORM TO SUCH STATISTICAL, RELIABILITY OR OPERATIONAL DATA.

(d) Anything to the contrary notwithstanding, any action for alleged breach by Corning of these Sales Terms, including, without limitation, an action for breach of the warranty herein set forth, shall be barred unless commenced by Buyer within one year after the date the Products in question were first shipped to Buyer from Corning's manufacturing facility. Corning shall be allowed a reasonable period to investigate any claim relating to nonconforming Products and shall be given access to Buyer's relevant Products, records and data for this purpose.

8. Limitation of Liability. IN NO EVENT SHALL CORNING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF FUTURE OR POTENTIAL REVENUE OR INCOME, LOSS OF RESALE OR OTHER BUSINESS OPPORTUNITY, OR ANY DAMAGES BASED ON ANY TYPE OF MULTIPLE) RESULTING FROM CORNING'S PERFORMANCE OR FAILURE OR INABILITY TO PERFORM UNDER THESE SALES TERMS ON A TIMELY BASIS OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS SOLD PURSUANT TO THE PURCHASE ORDER, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF CORNING OR OTHERWISE, REGARDLESS OF WHETHER CORNING HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CORNING'S LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT

ACTUALLY PAID BY BUYER FOR THE PURCHASE ORDER GIVING RISE TO A CLAIM. THE DAMAGE LIMITATIONS PROVIDED IN THESE SALES TERMS AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE.

9. Intellectual Property Matters. (a) All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide associated with or relating to the Products, and any documentation or data supplied by Corning to Buyer and marked "confidential" or "proprietary" or "restricted" (collectively, "Corning IP") are proprietary and confidential and shall belong solely and exclusively to Corning. In addition to any confidentiality and non-use obligations set forth in any nondisclosure or confidentiality agreement or other agreement by and between Corning and Buyer (the "NDA"), Buyer shall maintain the confidentiality of the Corning IP and use reasonable safeguards to protect the confidentiality of the Corning IP that are at least as strict as Buyer uses to protect its own valuable proprietary and confidential information. Corning retains all rights to all Corning IP which are used to create, embodied in, used in or otherwise relating to the Products, their manufacture and any of their component parts and materials, and Buyer shall not acquire any ownership interest in any Corning IP. No license, either express or implied, is granted by Corning to Buyer in any Corning IP. Unless otherwise agreed specifically in writing (and not by a printed provision in any business form), all special tools, dies, molds, jigs and fixtures made or utilized by Corning shall be and remain Corning's property. Buyer shall not alter, modify, break-down, disassemble, reverse engineer, permit or participate in a process that is intended or likely to result in reverse engineering, otherwise open, analyze, or inspect with an improper purpose, any Corning Products or any samples, materials or prototypes provided by Corning to Buyer. To the extent that any part of the Specifications with respect to the Products were originated by Buyer and provided to Corning, Buyer hereby grants Corning a nonexclusive, limited license to use, copy, modify or otherwise utilize any materials or intellectual property of Buyer to Corning for purposes of making Corning's Products and otherwise fulfilling Corning's obligations herein.

(b) With respect to intellectual property matters, Corning's sole and exclusive liability is to indemnify Buyer only against valid third-party claims that the Products infringe such third-party's issued U.S. patent and then only with respect to Products comprising Corning's regularly established line of products and only in the form in which sold by Corning; provided, however, that Buyer shall promptly notify Corning in writing of such claim(s), permit Corning to control completely the defense or compromise, settlement or resolution of such claim of infringement; and provide all reasonable assistance and cooperation requested by Corning for the defense of such suit. Buyer agrees that the foregoing indemnification shall not apply, and that Buyer shall fully indemnify and hold harmless Corning therefore, if the infringement claim is based upon (i) the use of Products in connection with goods not manufactured by Corning or in a manner for which the Products were not designed by Corning; (ii) Buyer's design of, or required specifications for, the Products; (iii) patents covering composite structures, or modules, devices, assemblies, instruments or systems into which the Products sold by Corning may be incorporated; (iv) methods of use or operations of goods sold either by Buyer or its customers in a manner to cause the Products to become infringing; or (v) any alteration or modification by Buyer (or the employees, agents or customers of Buyer) of any Products that is not authorized by Corning in writing. The indemnification provisions set forth in this Section 9(b) shall be subject to the limitations of liability set forth in Section 8 above.

10. Export Controls. Buyer understands that exports and re-exports of any equipment, parts, and any related software, technical data, service, or technical assistance ordered from or otherwise provided by Corning (individually, an "Item" and, collectively, the "Items") are subject to U.S. export, import, customs, antiboycott and economic sanctions laws, regulations, rules and orders (collectively, "Trade Control Laws"). Buyer shall not export, re-export or otherwise transfer or provide any Item, or any product incorporating an Item, in contravention of any Trade Control Law or any end-user certificate provided by Buyer, including to any embargoed or otherwise sanctioned destination, to anyone listed on any prohibited persons list published by the U.S. Departments of Commerce, Treasury, or State (a "Prohibited Party"), or for a prohibited end-use. Buyer shall only use the Items for non-military, peaceful purposes, unless otherwise specifically agreed to in writing by Corning. Buyer certifies that it is not a Prohibited Party and that it is not owned, directly or indirectly, 50% or more by one or more Prohibited Parties, or located in, under the control of, or a national or resident of any embargoed country. In addition to any other remedy it may have, Corning may suspend and/or cancel the export or deliver any Item if (a) Corning has not received all export-related documentation requested by Corning, including end-user certificates, (b) Corning has not received the governmental approvals that Corning deems to be required, or (c) Corning believes that such activity may violate any Trade Control Laws or Corning's own compliance policies. Buyer must notify Corning before

providing any technical data to Corning that is controlled under any Trade Control Law. Corning will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Trade Control Law or with the provisions set forth herein. Buyer shall indemnify Corning for all losses, costs, claims, damages and expenses (including attorneys' fees and expenses) arising from Buyer's violation or alleged violation of any Trade Control Law or of the provisions set forth herein. Buyer shall also abide by comparable and applicable non-U.S. trade control laws, unless they contradict U.S. law.

11. No Waiver. No waiver of a breach of any provision of these Sales Terms between the parties shall constitute a waiver of a continuing or future breach of such provision or of any other provision hereof.

12. Cumulative Remedies. In the event of a default or breach by Buyer in the performance of any of its obligations hereunder, in addition to any and all other rights and remedies which Corning shall have against Buyer, Buyer shall be liable to Corning for all costs and expenses incurred by Corning in enforcing its rights hereunder, including, with limitation, all court costs, expenses of litigation and attorneys' fees. The remedies of Corning shall be cumulative and in addition to any other legal remedies.

13. No Assignment. These Sales Terms and any Purchase Order are not assignable by Buyer and any purported assignment, whether by operation of law or otherwise, shall be void without the prior written consent of Corning, which may be withheld or conditioned in Corning's sole discretion.

14. Modification. No modifications to these Sales Terms or any Purchase Order shall be enforceable except when in writing and signed by a duly authorized representative of each party.

15. Governing Law; Jurisdiction. These Sales Terms shall be construed and enforced in accordance with, and governed by, the internal laws of the State of New York without regard to conflict of laws principles other than the provisions of Sections 5-1401 and 5-1402 of the New York General Obligations Law. In addition to any other court wherein Corning could institute an action against Buyer, Buyer hereby irrevocably submits to the jurisdiction of any United States federal court sitting in the State of New York or any New York state court in any action or proceeding arising out of or relating to these Sales Terms and Buyer hereby irrevocably agrees that all claims and matters in respect to such action or proceeding may be heard and determined in any such court. To the extent permitted by applicable law, Buyer hereby waives any right to a jury trial in any action arising hereunder. In the event suit is instituted in a United States federal court sitting in the State of New York or any New York state court, Buyer hereby waives any right to object to such filing on venue, forum nonconveniens or similar grounds. The parties hereby acknowledge that the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto and shall not be used for interpretation of the sale of Products hereunder. BUYER KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THESE TERMS, THE PRODUCTS AND THE RELATIONS BETWEEN THE PARTIES.

16. No Third-Party Beneficiaries. These Sales Terms are for the sole benefit of Corning and Buyer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Sales Terms.

17. Notices. Any notice or report required or permitted by these Sales Terms shall be in writing and shall be deemed given if delivered personally or if sent by either party to the other by confirmed overnight delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed to the other party to its address as set forth on Buyer's Purchase Order or at such other address as such party shall designate by notice hereunder. Where Buyer is giving notice to Corning, all notices shall be sent to the attention of Corning's Corporate Secretary, Corning Incorporated, One Riverfront Plaza, Corning, New York 14831, or such other address as Corning may indicate to Buyer in writing from time to time.

18. Severability. If any of the provisions of these Sales Terms shall be invalid or unenforceable, the remainder of these Sales Terms, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each other provision of these Sales Terms shall be valid and enforceable to the fullest extent permitted by law. The otherwise invalid or unenforceable provision shall be enforced to the extent valid or enforceable.

19. Force Majeure. Corning shall not be liable for or deemed to be in default by reason of any failure to timely deliver the Products (in whole or part), or any delay in delivery (in whole or part) due to any preference,

priority, allocation or allotment order issued by any governmental body or any other cause beyond its control, including, but not limited to, acts of God or a public enemy, terrorism, acts of the government, fires, floods, interruption in utility supply, diseases, pandemics, epidemics, quarantine restrictions, labor trouble, strikes, lockouts, plant shut down, inability to obtain space, raw materials or shipping space on terms deemed reasonably by Corning, unavailability of or interference with the usual means of transporting the Product, delays of carriers or suppliers, freight embargoes, unusually severe weather conditions and delays of any subcontractor. In addition, Corning shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing or acquiring the Products. Any delivery date may be extended, at Corning's option, to the extent of any delay resulting from any force majeure event.

20. Entire Agreement. These Sales Terms, together with the Purchase Order, the Specifications and the NDA (if any), constitutes the complete agreement and understanding among the parties regarding the subject matter of these Sales Terms and the Purchase Order and supersedes any prior understandings and agreements among the parties regarding the subject matter of these Sales Terms and the Purchase Order. In the event of any conflict between the confidentiality terms and conditions of these Sales Terms and the NDA, the terms and conditions of the NDA shall prevail.

Corning Auto Glass Solutions, LLC

Effective Date: January 1, 2024