

Standard Purchase Order Terms and Conditions

These Standard Purchase Order Terms and Conditions (the 'Terms') apply to all purchase orders ('PO') issued by Coach Glass ('Buyer') to a supplier ('Seller') for goods or services. The PO and these Terms constitute Buyer's offer and the entire agreement between Buyer and Seller, superseding any prior or contemporaneous communications. Seller's acceptance of the PO (by acknowledgement, commencement of performance, or delivery) constitutes acceptance of these Terms. Any terms proposed by Seller that are different from or in addition to these Terms are rejected unless expressly agreed to in writing by Buyer. If there is a separate written agreement signed by both parties covering the purchase, that agreement will govern to the extent of any conflict with these Terms and PO.

1. Offer and Acceptance

All purchase orders issued by Buyer are considered offers to purchase goods or services under these Terms and Conditions. Any additional or different terms in the Seller's documents are rejected unless expressly agreed to in writing and signed by Buyer.

2. Pricing and Payment

All prices must be firm and not subject to increase without 30 days prior written notice. Buyer reserves the right to reject any price increase or cancel the affected portion of the order. Unless otherwise agreed in writing, payment terms shall be Net 60 days from Buyer's receipt of a valid invoice referencing the purchase order number. Notwithstanding the foregoing, Buyer may elect to utilize alternate payment arrangements, including early payment discounts, supplier-specific terms, or other written agreements, which shall take precedence over the default Net 60 terms. Buyer reserves the right, at its sole discretion, to negotiate alternate payment schedules or terms with Seller on a case-by-case basis. Any such agreed terms shall be documented in the purchase order or in a separate written agreement and shall govern for that transaction.

3. Delivery and Risk of Loss

Time is of the essence. All deliveries must be made by the date specified in the purchase order. Risk of loss shall remain with the Seller until the goods are delivered and accepted by Buyer at the specified destination as set forth in the PO.

4. Inspection and Rejection

All goods are subject to inspection and acceptance by Buyer after delivery. Buyer reserves the right to reject nonconforming goods and to return them at the Seller's expense. Buyer may also charge the Seller for the cost of inspection, handling, and transportation of rejected goods.

5. Changes and Cancellations

Buyer may, at any time, make changes to the specifications or quantities in a purchase order. Seller shall notify Buyer of any resulting change in cost or schedule. Buyer may cancel any order without charge if notice is given at least six weeks prior to shipment. Orders for custom or special products may not be cancelled once production begins.

6. Warranty

Seller warrants that all goods shall conform to specifications, be free from defects in materials and workmanship, and be fit for their intended purpose for a minimum period of one year from delivery. Remedies for breach of warranty shall include, at Buyer's discretion, repair, replacement, or refund.

7. Indemnification

Seller shall indemnify, defend, and hold Buyer, its members, managers, employees, agents, successors, and assigns harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to Seller's performance under this agreement, including but not limited to product defects, breach of warranty, breach of a term of this agreement, violation of applicable laws, or negligent or willful misconduct.

IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR BUSINESS, ARISING OUT OF OR RELATING TO A PURCHASE ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Buyer's total liability for any and all claims arising out of or relating to a Purchase Order shall not exceed the price of the products giving rise to the claim.

8. Insurance

Seller shall maintain adequate insurance coverage, including general liability, product liability, and workers' compensation. Proof of insurance must be provided upon request.

9. Compliance with Laws

Seller agrees to comply with all applicable federal, state, and local laws and regulations, including those related to labor, environmental protection, safety, and anti-corruption.

Seller shall comply with all applicable import and export control laws, trade sanctions, customs regulations, and tariff requirements of the United States and any other applicable jurisdiction. Seller shall provide all documentation necessary for Buyer's compliance with such requirements, including but not limited to certificates of origin, tariff classification codes, and product labeling. Seller represents and warrants that the goods do not originate from, or transit through, any country or entity subject to U.S. trade sanctions unless expressly authorized in writing by Buyer.

10. Confidentiality

Seller shall treat all information provided by Buyer as confidential and shall not disclose such information to third parties without prior written consent.

11. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or government actions. The affected party shall notify the other promptly and make reasonable efforts to mitigate the impact.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Oregon. The parties submit to the exclusive jurisdiction of the courts located in Lane County, Oregon for the resolution of any disputes.

13. Assignment

Seller shall not assign or subcontract its obligations without Buyer's prior written consent. Any unauthorized assignment shall be void.

14. Entire Agreement & Severability

These Terms and Conditions constitute the entire agreement between the parties regarding the subject matter and supersede all prior or contemporaneous communications and understandings, whether oral or written. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Buyer's Property and Tooling

Any tools, dies, jigs, fixtures, patterns, or other equipment paid for or supplied by Buyer (collectively, "Tooling") shall remain the property of Buyer. Seller shall use Tooling exclusively for the manufacture of goods for Buyer and shall not copy, transfer, modify, or use Tooling for any other purpose without Buyer's prior written consent. Seller shall maintain Tooling in good condition and return it to Buyer upon request. Disposal of Tooling requires Buyer's written authorization.

16. Warranty – Extended Coverage

In addition to the warranty obligations under Section 6, Seller warrants that all goods furnished shall remain free from defects in material and workmanship, and shall conform strictly to Buyer's specifications, drawings, and quality requirements. The warranty period shall be one (1) year from the date the product is installed in the end customer's vehicle, but no greater than two (2) years from the date of manufacture, whichever comes first. Seller shall promptly repair, replace, or refund any nonconforming goods at Buyer's direction. All associated costs, including freight and handling, shall be borne by Seller.

17. Conformity to Specifications

Seller warrants that all goods delivered under this agreement shall conform to:

- All applicable technical specifications, engineering drawings, and performance requirements;
- All applicable laws and regulations in the country of manufacture and destination;
- Any standards or certifications agreed upon in writing by both parties.

18. Compliance and Sustainability

Seller represents and warrants that it and its supply chain:

- Comply with all applicable laws and regulations, including those related to labor, health and safety, environmental protection, anti-corruption, anti-bribery, and trade compliance in all jurisdictions where business is conducted;
- Prohibit child labor, forced labor, modern slavery, and discrimination of any kind, and uphold the rights to fair wages, safe working conditions, and freedom of association;
- Maintain all legally required permits and controls, and shall not use any substances banned or restricted under applicable environmental, chemical, or safety regulations;
- Adopt and promote environmental stewardship practices, including efforts to reduce greenhouse gas (GHG) emissions, improve energy and water efficiency, minimize waste, and support sustainable resource usage;
- Conduct business ethically and in compliance with anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and similar laws in jurisdictions where Seller operates;
- Maintain mechanisms for employees or third parties to report ethical, legal, or compliance concerns confidentially and without retaliation;
- Flow down these obligations to its own tier-1 suppliers and ensure, where practical, that equivalent standards are upheld throughout the supply chain. Buyer encourages the use of binding pass-through requirements and sustainability strategies that extend beyond direct suppliers;
- Upon Buyer's request, promptly provide documentation or certifications evidencing compliance with the above requirements and allow reasonable audit access to verify adherence.

Buyer reserves the right to terminate the purchase relationship for material noncompliance with this section.