

TERMS & CONDITIONS OF SALE

1) Object of Terms & Conditions of Sale („Terms“)

- a) Object of the Terms is to regulate the terms of the goods sold by AS GLASSENSE (Seller) and purchased by Buyer on the basis of the specification, amount, price and dates agreed upon at the placing of the order. The parties can agree upon additional special terms and conditions of the sale of the products.
- b) Delivery times for quotations are dependent on available capacity, clear receipt of order and full technical approval of production drawings. Delivery times when provided and marked on OC are for guidance purposes only. Please contact us for our current delivery times.

2) Entry into sale agreement

- a) The sale agreement shall be entered into either through conclusion of a separate sale agreement or submission of an offer, order and order confirmation (the separate sale agreement as well as order confirmation are hereinafter referred to as sale agreement).
- b) The Seller shall submit to the Buyer an offer, which shall be valid for 30 days as of the day of the offer, unless otherwise set out in the offer. Under submission of the offer the Seller shall not assume an obligation to supply the products. After familiarization of the Buyer with the offer, the Buyer shall submit a binding order, and the sale agreement shall be deemed as concluded as of submission of an order confirmation by the Seller to the Buyer.
- c) Orders are placed in writing (e-mail) and in the Order Confirmation (OC). Delivery notes and invoices compiled on the basis of the order shall be deemed as integral parts of the contract.
- d) The Seller shall deliver and the Buyer shall buy the products produced by the Seller in accordance with the quantities and measurements set out by the Buyer in the order submitted to the Seller (taking into account the technical capability reflected in Annex 1).

3) Delivery and transfer of goods

- a) All deliveries are done based on INCOTERMS delivery options as agreed between the Supplier and the Buyer before every delivery.
- b) Goods are delivered in the amount corresponding to

the invoice/delivery note presented for the goods.

- c) Goods are deemed as delivered if the goods ordered by the Buyer are delivered to the warehouse of the Buyer or if the representative of the Buyer has received the goods from the Supplier by signing the accompanying documents.
- d) Buyer shall keep the packaging of the goods (glass stillages) delivered by the Supplier intact, shall not use it for any other purpose than the disposal of glass and sealed units and enable to return the packaging to the Supplier in ten working days at the latest after the delivery of the goods by the Supplier. In case of failure to perform previous clause, the Supplier has the right to issue an invoice to the Buyer for the packaging.
- e) All stillages are for forklift offloading only and will be packed for optimized loading (no packing plan included):
 - i) Non-returnable timber stillage's packed <1200kg to load.
 - ii) Non- Returnable metal stillage's packed <1500kg to load.
 - iii) Returnable metal stillage's packed <2500kg to load.
- f) Should Certified metal stillage's for lifting by crane be required, these would be charged extra and priced on application.
- g) Returnable metal stillages: Stillage's which are damaged or not returned will be charged – depending of the stillage type and price. It is the Buyer's responsibility to ensure that suitable lifting equipment is available for lifting the stillages from the delivery vehicle and when arranging the collection of the empty stillage's.
- h) Oversize units (>16-18 m²) due to size will be packed and delivered on an in-loader or other specialist vehicle which must be agreed before dispatch. The oversize vehicle cost will be provided in the Supplier's quotation.
- i) **Delivery and packaging:**
 - i) Glass is not individually banded onto the stillage. Individual banding can be requested at an additional cost, but this must be requested in advance of placing your order.
 - ii) We cannot guarantee deliveries will be made with an English-speaking driver.
 - iii) Deliveries are not FORS/CLOCS compliant, if FORS/CLOCS is required an extra cost will apply specific to each project, please request a price in advance of placing your order. Phased and partial

deliveries will be charged extra.

- iv) Safe storage after unloading and disposal of empty stillages is your responsibility.
- v) Specific packing requirements must be advised before order placement or cannot be accommodated.
- vi) There may be a charge for packing glass in a specific arrangement or order depending on requirements.
- vii) Aborted deliveries with less than 3 working days' notice from an agreed delivery date may incur costs.
- j) Quality check of the goods must be done on unloading the truck and all visual failures have to be marked on CMR before signing it. Any goods that are found to be defective due to quality issues, shortages or any other reason(s) must be reported in writing within 7 days of receipt. After this period Supplier does not accept liability or any associated costs for replacement units.
- k) Standard deliveries are made on 16-18 meter articulated vehicles, during normal working weekday hours, 8.00am to 5.00pm Monday to Friday. Access for the vehicle and offloading responsibility is the Buyer's responsibility. Timed deliveries are not possible unless requested and agreed before dispatch.
- l) Supplier will endeavor to give an estimated arrival date and time but cannot guarantee them.
- m) If the installation period is time-critical we recommend that glass is received and inspected in advance as we will not be liable for any associated costs due to quality issues, shortages or any other reason(s).
- n) Orders can be stored at the factory free of charge for 1 week after the requested completion date. After 1 week the Supplier can issue an invoice to the Buyer for the storage time and all risks regarding the storage are transferred to the Buyer.

4) Quality and warranty of goods

- a) Supplier assumes all glass specifications have been checked and verified by the Buyer as suitable for the application concerned. A thermal stress risk analysis is strongly recommended on all solar control, high performance coatings and laminated glasses. It is the responsibility of the specifier to ensure that glass products offered are thermally safe in the application concerned. Please contact us if in doubt.

- b) AS GLASSENSE products are manufactured in accordance to EN standards:
 - i) EN12543 - LAMINATED GLASS
 - ii) EN12150 - TEMPERED GLASS
 - iii) EN572 - FLOAT GLASS
 - iv) EN1279 - INSULATING GLASS UNITS
 - v) EN14179 - HEAT-SOAK TESTING
 - vi) ISO9001 – QUALITY CONTROL
 - vii) ISO14001 – ENVIRONMENTAL MANAGEMENT
- c) Type Test Reports and EN Certifications are available on request
- d) Marking of safety products - the relevant stamp will be positioned on the glass pane in the Supplier's factory's standard position unless otherwise advised by the customer.
- e) Supplier is a certified supplier of Guardian, Saint-Gobain, AGC & Pilkington products
- f) Supplier is Dow Corning Quality Bond member and all relevant calculations are made with Dow Corning products. All materials must be compatible with DC3362, DC3363 & DC993. Silicone depth calculations available on request.
- g) Supplier collaborates with FERRO and FENZI for ceramic print calculations and can provide RAL and PANTONE colours.
- h) Vetrotech CONTRAFLAM and CONTRAFLAM LITE may be used inside and outside at temperatures up to +45 degrees and min -10 degrees C (in the outer perimeter only as part of a glass package preferably with an air gap of at least 14mm).
The fire safety-glass panes must be placed on the outside perimeter so that they are the inner glass of the unit!
The permissible temperature ranges specified above must also be observed when storing glasses.
- i) Supplier shall not take responsibility for the quality of the goods if the Buyer shall not preserve or use the purchased goods according to the general requirements of preserving or using the goods.
- j) **Warranty:**
 - i) Rates include a five year warranty on the edge seals of our insulating glass units.
 - ii) Warranty period commences on the date of delivery.
 - iii) Extended warranties may be agreed subject to technical assessment and additional cost.
 - iv) All warranties are invalidated by incorrect installation, handling or use

- v) In case of the break-down of an IGU or non-air-tightness that has appeared during the warranty period, the Supplier shall replace the defective goods or compensate for the expenses incurred by the Buyer, which do not exceed the cost of the defective goods.
- vi) Supplier is not responsible for and will not compensate for installation costs or other consequential costs.
- k) **Breakages:**
 - i) Broken glass caused by Buyer will be produced within 4-6 weeks [subject to base glass availability] and delivered at Buyer's expense.
 - ii) Broken glass caused by Supplier shall be replaced with 4-6 weeks [subject to base glass availability] and delivered at Supplier's expense.
 - iii) Please note that glass substrates and coatings have some batch variability and any replacement items may differ in appearance to that of the original glazed units. This is not a reason for rejection of the goods.
 - iv) Breakage of glass during the production process can occur due to a variety of reasons: accidental breakages, glass defects, machine failures and delayed or incorrect material deliveries. In these cases delivery times can be reasonably extended and Supplier is not liable for any resulting consequential costs.
- l) **Please note the following technical clarifications:**
 - i) Colour variation of coated glass products: Deliveries of the same type of high performance solar control and/or low-E coated glasses may have colour differences both in transmission and in reflection in accordance with the international standard ISO 11479-2.2 Glass in Building - Coated Glass'. There may also be colour differences between thermally treated glass panes (tempered and heat strengthened) with a high performance solar control or low-E coating and annealed glass with the same type of coating. These colour differences are inherent to the production process and cannot be avoided nor influenced. Consequently any colour differences falling within the parameters of the ISO 11479-2 standard cannot be accepted as a claim.
 - ii) **Heat soak toughened glass:** The risk of spontaneous breakage of toughened glass through Nickel Sulphide inclusions can be reduced by heat soaking the glass after toughening. Although the heat soaking greatly reduces the risk of spontaneous breakage, it does not eliminate the risk entirely. Where heat soak toughening has been requested, toughened glass supplied by GLASSENSE is heat soak toughened in accordance with BS EN 14179. Spontaneous fracture of toughened glass through nickel sulphide or any other inclusions whether heat soak toughened or not is not covered under any warranty.
 - iii) **Edge deletion of coated product:** High performance soft coated products require the coating to be removed at the edges of the pane to ensure sealant adhesion. There may be visible residues of coating left on the glass which is unavoidable and is not a valid reason for rejection of the product. Please note that insulating glass units with a stepped edge on a coated product must be validated for appearance if edge deletion and/or opacification are required. A mock up sample is necessary to assess the aesthetic visual appearance.
 - iv) **Red line effect:** High performance neutral spectrally selective glass coatings provide high light transmittance in the visible range with high reflection / absorption of light in the infra-red range. In the region of 650 to 780nm wavelength reflection of light can be read by the human eye as the colour red. At certain viewing angles this can result in a reddish appearance in reflection. Additionally, when the coating has been edge-deleted to the required depth part of the primary edge seal overlaps with the coating and this can result at certain angles in a 'red line effect' around the perimeter of the unit. This is unavoidable and not grounds for any claim.
 - v) **Primary and Secondary Sealants:** It is critical to determine the compatibility of all materials used in the manufacture of the double-glazed units and it is the responsibility of the installation firm to carry out compliance tests. Glassense are not responsible for any issues which may arise from failure to check component and system compatibility.
 - vi) Spandrel panels: Spandrel panels MUST be used

with a “back-up” wall behind. Pinholes and variance in paints are inherent in the application and production processes for ceramic coatings and are not reason for claims. They are manufactured in accordance with BS EN 12600 however cannot be quality marked due to the manufacturing process. Back painted glass orders must be identified with a corresponding RAL or BS number only (colour descriptions not acceptable).

- vii) Acoustic PVB: Glass compositions with multiple acoustic interlayers might cause optical interferences /distortions. This phenomenon cannot be controlled and will not be accepted as a reason for a claim.
- viii) Foil Back Insulation: Please note we are unable to offer foil back foam insulation or aluminum/steel tray backs for spandrel panels.

5) Price and payment conditions

- a) Supplier shall present invoices to the Buyer according to the valid price lists or specific price offers. Price offers are valid for 30 days if not agreed otherwise. Supplier shall notify of any changes in the price list 30 days in advance.
- b) Supplier has the right to refuse an order and delivery of the goods if the debt of the Buyer exceeds the payment date for more than 10 calendar days, also in case the agreed credit limit has been exceeded.
- c) Buyer shall pay for the delivered goods according to the conditions specified on the invoice on the basis of the invoices presented by the Supplier to the bank account of the Supplier after the completion of order.
- d) The goods shall be transferred to the possession of the Buyer after paying for the goods or proportionally when payment takes place in parts.
- e) Buyer shall pay the whole price of the goods for the goods ordered by the Buyer that were later abandoned.
- f) Suspension: Supplier reserves the right to suspend deliveries if agreed payment terms are not respected.
- g) **Pricing**: Prices quoted are exclusive of VAT, are fixed for 30 days from the date of the quote and remain valid for delivery of goods within 30 days of the acceptance of the quote. Quotation is based on the information provided by the customer at the time of quoting. Where there is insufficient information

regarding quantities, size & shape of units Supplier assumes rectangular units of a standard size (1-3m²) and an average glass yield. Glassense reserves the right to amend the price where the quantities, size or shape of the units differ from these assumptions. This quotation is subject to review on receipt of finished sizes and quantities. Our rates are based on the total quantity being ordered from us. Should there be any changes in quantity or if not all products are ordered we reserve the right to amend our prices accordingly. Any additional costs incurred by Glassense as a result of order modifications will be passed on to you and may cause delay in manufacture and delivery. Any changes must be agreed by both parties in writing before proceeding with the order.

Glassense reserves the right to amend the price for any purchase order if the cost of material (glass, PVB, silicone, etc.) to Glassense for producing the particular purchase order has increased >10% from the time of acceptance of the purchase order / order confirmation by the Buyer.

- h) Glass rates do not include for any import tariffs that may be applicable dependent on the UK's evolving relationship with the European customs union. Any such tariffs will be charged as applicable.
- i) Shaped area - These will be charged the full size of the rectangular pane from which they are cut.
- j) Prices based on stillage's full packed and full truck loads only.
- k) Rates valid for maximum sizes and shapes detailed above in our PRODUCTION CAPABILITIES document. Surcharges apply to oversize units:
 - i) Minimum surface area charges as follows:
 - ii) 0.5m² for Toughened glass,
 - iii) 0.5m² for Enamelled glass, double glazed units, laminated glass.
 - iv) Small sizes may be priced as a price/piece.
 - v) Silicone smear & stepped edge minimum charge per step = one square meter.
- l) In case the Buyer shall not pay for the delivered goods on time, the Supplier has the right to require a fine for delay for every delayed day according to the terms specified in the contract or on the invoice.

6) Terms of contract

- a) The Terms shall enter into force upon every written (e-mail) purchase order and Order Confirmation.

- b) When providing a service or delivering the goods, the Supplier shall not take responsibility for the damages caused to the Buyer or pay the contractual penalty in case the damages were caused by or delivery hindered by force majeure or factors the prevention of which is not in the competence of the Supplier (electrical system failures, thunder, natural disasters, pandemics, floods, traffic accidents or jams, war or any other special condition). Disputes arising from failure to perform the contract shall be solved via negotiations, in case of failure to reach agreement, the legislation of the Republic of Estonia shall be proceeded from.