



GLOWWAY GENERAL TERMS AND CONDITIONS

1. General

All deliveries, services and quotations by GLOWWAY are made exclusively on the basis of these terms and conditions. Other terms and conditions apply only if they are accepted in writing by GLOWWAY. This also applies if the customer confirms a quotation by GLOWWAY with reference to its own terms and conditions of business or purchase.

1.1 Contract parties and Delivery Contract The contract for delivering the goods and/or the order and the order confirmation (Delivery Contract), together with these terms and conditions, form a contract (hereinafter referred to as "Delivery Contract") by which GLOWWAY (Supplier) commits to supply to the customer (Orderer) the goods (hereinafter referred to as "Products") Unless otherwise agreed in the Delivery Contract, these terms and conditions apply to all deliveries between the Supplier and Orderer. Furthermore, these terms and conditions apply to all possible future delivery contracts between the Supplier and Orderer unless using an updated version of the terms and conditions is agreed upon.

1.2 Application of terms and conditions and order of reading The Delivery Contract and these terms and conditions together form a contract entirety which will be applied to the delivery of the products. In case of a conflict between the Delivery Contract and the terms and conditions, the terms in the Delivery Contract will be used primarily.

1.3 The validation of the Delivery Contract The Delivery Contract is valid when both parties agree to the terms of the Delivery Contract by signing the contract and/or when the Supplier confirms the order made by the Orderer by providing the Orderer electronically the order confirmation. The Supplier is not obligated to deliver the Products based on the order but confirmation from the Supplier is needed for the Delivery Contract to be valid. The Supplier is entitled to check the Orderer's credit reference if it chooses to do so.

2. Terms of payment

The agreed prices are applicable. Supplier is not bound by prices appearing in price lists. Prices are subject to adjustment at any time, without prior notice, with reference but not limited to changes in market conditions, inflation or exchange rate fluctuations. In the case of follow-up orders, Supplier is not bound by prices from prior orders. Unless otherwise agreed, the invoice shall be dated with the day of the order confirmation by Supplier. 50 % of the total invoice amount shall be paid into Glowway's account before the manufacturing of the products begin. The remaining 50 % of the invoice amount, unless otherwise agreed, shall be paid into Glowway's account before the goods are shipped/collected.

2.1 Payment shall be made according to the due date. Interest shall be charged on overdue payments from the due date on, as stipulated in current legislation on interest.

2.2 The Orderer shall pay the invoice even if he has made a complaint or reclamation.

2.3 Prices stated by Supplier are understood to be ex-works excluding the cost of delivery, unless otherwise agreed.

2.4 If the Orderer defaults on payment or circumstances indicating deterioration in the Orderer's financial position become known, Supplier is entitled to withdraw from the contract and to discontinue agreed deliveries. In this case all Supplier accounts receivable are immediately due for payment.

3. Terms and time of delivery

Unless otherwise agreed, the terms "Ex Works" / EXW INCOTERMS 2010 shall apply. The Supplier may, if so agreed, arrange for shipment at the Orderer's cost and risk. Supplier's default transport packaging shall be included in the price of the delivery unless otherwise agreed.

3.1 Unless otherwise agreed, delivery times / delivery dates are only binding on Supplier if they are explicitly confirmed in writing. Claims for compensation on grounds of late delivery are precluded unless Supplier deliberately or negligently fails to comply with the conditions of the delivery. In this case liability is limited to the immediate damage due to delay. No compensation will be paid for lost profits, losses due to business interruption and costs or expenses related to covering purchases.

4. Documentation and samples Dimensional and text data as well as illustrations appearing in Supplier documents of any kind are not binding, unless Supplier explicitly confirms these data when concluding the contract. In case Supplier provides product samples to the Orderer, Supplier commits to provide end products with equivalent quality. Supplier provides the Orderer with the necessary installation instructions and product specifications. General care and maintenance instructions for ceramic tiles are accordingly applied to Supplier's glass products.

5. Legal Norms and Government Directives

Orderer must inform Supplier about legal norms and government directives affecting the delivery, equipment or use of the goods which are the subject of enquiries or orders. This obligation to provide information includes in particular provisions regarding the nature and use of the goods to be supplied, safety regulations, health regulations, ordinances and specifications regarding prohibited substances, import regulations, etc.

5.1 If this obligation to provide information is infringed, Supplier denies any liability. In such cases, the Orderer undertakes to indemnify Supplier in full for all claims arising therefrom. 11 GENERAL TERMS AND CONDITIONS

5.2 The Orderer guarantees to Supplier that the manufacture of Orderer defined customized products ordered by the Orderer is admissible without infringing the rights of third parties, in particular intangible property rights or industrial property rights. Otherwise Supplier can withdraw from the contract with full indemnification by the Orderer. Furthermore, the Orderer undertakes to indemnify Supplier in full for all claims by third parties for infringement of their rights.

6. Supplier is entitled to withdraw from a delivery contract without consequent liability for damages if unforeseen problems, which cannot be resolved with reasonable effort, arise during manufacture (Force Majeure). Supplier is obliged to inform the Orderer immediately when the Force Majeure has emerged.

7. Incoming returned goods inspection at Supplier confines itself to identifying the goods, reviewing the delivery and inspection documents, ascertaining shipping damage which is clearly apparent externally and checking the quantity on the basis of estimates. All costs arising from quality defects, deviations in quantity or delivery which is late or to the wrong address will be charged to the Orderer. Orderer is responsible for determining the suitability of the products in the project.

8. Unforeseen events such as force majeure and other occurrences outside the control of Supplier or its sub-suppliers release Supplier from the obligation to make partial or complete delivery. Compensation claims of any kind are precluded in this case.

9. Unless otherwise agreed, goods may only be returned with the consent of Supplier.

10. Retention of Title

The goods remain the property of Supplier until all payments have been received in full. Supplier is entitled to request the return of the goods if the Orderer fails to fulfill his contractual obligations. This also applies to delays in payment by the Orderer.

10.1 The Orderer is obliged to treat with care the goods delivered to him, insure them appropriately and maintain them as far as necessary.

10.2 As long as the purchase price has not yet been paid in full, the Orderer must inform Supplier immediately in writing if the goods are subject to third-party liens or if the goods are otherwise attached by third parties.

11. Notification of Defects

The Orderer must inspect the goods promptly after delivery and in seven (7) days' time notify Supplier in writing if any defect is apparent. If the Orderer fails to make such notification, the goods are deemed to be accepted, unless the defect is such that it was not apparent upon inspection. If such a defect becomes apparent later, notification must be made immediately after it is discovered; otherwise the goods are deemed to be accepted, even considering this defect.

11.1 The period of limitation for claims by the Orderer in respect of manufacturing defects is three (3) years. This commences on the delivery of the goods.

11.2 Upon notification of a defect Supplier has the right to have the defect thus notified examined by specialists selected by Supplier.

11.3 The goods which are the subject of the complaint must in any case be properly stored until Supplier gives its consent for their return. Any consequential costs arising from unconfirmed return deliveries will be charged in full to the Orderer.

11.4. In the event of defective goods the Orderer is entitled to subsequent delivery of goods free of defects. If subsequent performance fails, the Orderer is entitled to reduce the purchase price.

11.5 Liability for consequential damage arising from defects of all kinds is precluded to the legally permissible extent. This applies both to indirect and direct damage and also to lost profits. Any type

of reworking of components without the consent of Supplier, or improper treatment or storage, results in the loss of all claims against Supplier in respect of defects.

11.6 If action by the Orderer to avert risks (e.g. product recalls) is necessary due to defective goods supplied by Supplier, this action must be coordinated with Supplier before it is implemented. Otherwise the Orderer has no entitlement to claim for damages against Supplier.

12. Liability

Supplier is liable in the event of intent or gross negligence, also of its representatives or persons employed to perform its obligations, in accordance with legal provisions; also if Supplier culpably fails to fulfill material contractual obligations. In the absence of deliberate breach of contract by Supplier, the liability of Supplier for damages is limited to the foreseeable typical damage occurring.

12.1 Liability for culpable injury to life, limb or health and liability under product liability legislation remain unaffected.

12.2 Unless otherwise explicitly set forth in the foregoing, liability of Supplier is precluded.

13. Termination of contracts The termination of contracts is always subject to the written consent of Supplier.

14. Confidentiality All models, sketches, explanations and samples from Supplier are confidential information which has to be kept secret and may not be made accessible to unauthorized third parties.

15. Jurisdiction Place of jurisdiction is Finland and Finnish law is applied.

16. Escape Clause

If one or more of these provisions and the other agreements concluded should be wholly or partly invalid or impracticable or subsequently lose its legal effect or feasibility, the effectiveness of the remaining provisions shall not thereby be affected. The invalid provision will then be replaced by the contracting parties in a manner resembling as closely as possible the intention of the invalid provision.

17. These terms and conditions are subject to change without prior notice and valid until altered by Supplier.