

GENERAL TERMS AND CONDITIONS OF BUSINESS

1 Applicability

These General Terms and Conditions of Business are applicable to and regulate all consignments made and all services rendered by SCHOTT forma vitrum Europe ag (hereinafter referred to as "SCHOTT forma vitrum Europe") to the Customer. On notification to the Customer and conclusion of the contract, they form an integral part of the contractual relationship and are applicable thereafter to each contract regarding consignments and services which is concluded. Acceptance of goods supplied or services rendered shall be deemed as recognition of our terms.

Varying terms of business are not recognized unless SCHOTT forma vitrum Europe has approved them in writing. These General Terms and Conditions of Business remain valid where SCHOTT forma vitrum Europe, being aware of the Customer's varying terms of business, fulfils the Customer's order without reservation.

Should individual provisions of these General Terms and Conditions of Business be or become invalid or contain a gap, the obligations imposed by the remaining provisions shall not be affected. Invalid parts shall be replaced by valid provisions which correspond as closely as possible to the legal and economic purpose of the invalid provision. The same procedure shall be followed if gaps are found to exist in the contract.

All agreements and legally relevant declarations of the Parties to the contract must be in writing to be valid.

2 Offer, order and conclusion of the contract

Any offers made by SCHOTT forma vitrum Europe as well as any information on price, quality, delivery date and availability are non-binding unless expressly stated as being binding. An offer which is stated as being binding is valid for 30 days unless otherwise agreed. A contract is deemed to have been concluded when SCHOTT forma vitrum Europe confirms the Customer's order in writing or fulfils the order.

3 Scope of supplies and services, delivery, performance of the contract

The offer and confirmation by SCHOTT forma vitrum Europe are determinative for and specify exhaustively the scope and performance of the delivery of goods or the performance of the services.

The particular sizes and weights for the delivery shall conform to the sizes and weights determined by SCHOTT forma vitrum Europe and stated in the delivery documentation. SCHOTT forma vitrum Europe is entitled to over- or undersupply up to 10% of the ordered volume. The goods and services are accepted as being in accordance with the contract provided there is no more than a maximum difference of 10%.

Delivery and risk are Ex Works (Incoterms 2000). The Parties may agree on a special place of delivery. Such delivery and transportation are made at the Customer's sole expense and risk. The Customer shall be responsible for taking insurance against risks of any kind.

Partial deliveries are permissible unless the opposite is expressly agreed. The Customer shall not be entitled to any rights concerning the return of packaging material or recycling of products delivered by SCHOTT forma vitrum Europe.

Delivery dates are only binding if they have been agreed in writing and all conditions, obligations and requirements (such as: completion of all official formalities, import or payment permits; fulfilment of all due and/or advance payments as well as securities; settlement of all technical and quality points and/or Customer's contractual obligations and responsibilities) are met and fulfilled.

In case of a delay, the Customer has the right to set SCHOTT forma vitrum Europe a grace period of at least 4 months. After expiry of the grace period, the Customer is entitled to terminate the contract. Compensation for late delivery, liquidated damages, claims for damages etc. are excluded.

4 Drawings, technical documents and tools

Drawings, photographs, dimensions and weights provided by SCHOTT forma vitrum Europe are only of approximate value, unless they have expressly been stated as mandatory.

Customer shall be solely responsible and warrants that working drawings and other material submitted by Customer and the use thereof do not and shall not infringe patent or any other proprietary rights of any third party rights. Customer indemnifies and shall hold SCHOTT forma vitrum Europe harmless against any claim, damages, complaint, suit, proceedings or cause of action based on alleged infringements of patents or any other proprietary rights.

All information submitted shall not be made accessible to third parties or be reproduced or be used for purposes other than agreed upon.

Tools and moulds of all kind remain in all cases the property of SCHOTT forma vitrum Europe. This is especially applicable to tools and moulds paid for in full or in part by the Customer.

5 Prices, Payment

Prices charged for are those in effect on the day of delivery and are to be understood ex works (Incoterms 2000), payable immediately, net cash, without discount, unless otherwise agreed upon. Quality certificates and samples are charged for separately and are not included in the price of the product.

Additional quantities, as per section 3, shall be charged at the price agreed upon in the order confirmation.

SCHOTT forma vitrum Europe reserves the right to amend prices according to the inflation rate applicable in case the wage rates or raw material prices vary between the submission of the quotation and the fulfilment of the contractual obligation. In addition, price adjustments shall apply if technical or performance requirements have undergone changes.

Should the Customer not meet the payment deadline it is, irrespective of any reminder, in arrears of payment and must pay interest on arrears amounting to 8 percent p.a. In the event of default, SCHOTT forma vitrum Europe has the right to withdraw from the contract without further notice and to demand compensation.

Payment shall be made by bank transfer. Payment is deemed to be made when the amount has been credited to SCHOTT forma vitrum Europe's bank account in full and irrevocably. All bank charges are to be paid by the Customer. Checks and bills of exchange are not accepted as a means of payment.

6 Warranty, Limitation of Liability

SCHOTT forma vitrum Europe warrants to Customer that the goods supplied hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications for a period of 12 (twelve) months from the date of delivery thereof (hereinafter "Warranty Period"), provided

that the goods in question have been stored and used in accordance with ordinary industry practices and conditions. If any defect is found in any of the goods delivered by SCHOTT forma vitrum Europe to the Customer hereunder, the Customer shall notify it in writing to SCHOTT forma vitrum Europe within 5 (five) days for defects which can be determined in the course of a customary examination and within the Warranty Period for all other defects, and the sole and exclusive liability of SCHOTT forma vitrum Europe shall be to refund the price paid, repair or replace it, at the sole discretion of SCHOTT forma vitrum Europe, unless the defect is due to the Customer's fault. If Customer fails to notify within 5 (five) days or as far as hidden defects are concerned within the Warranty Period, the goods shall be deemed to have been accepted.

The foregoing express warranties are limited to SCHOTT forma vitrum Europe and are not transferable and are in lieu of any other warranty by SCHOTT forma vitrum Europe with respect to goods furnished hereunder. SCHOTT forma vitrum Europe grants no other warranty, either express or implied.

In the event of failure to comply with the law, the contract, these General Terms and Conditions of Business or any separate conditions, recommendations and directives referred to therein, all warranty and liability on the part of SCHOTT forma vitrum Europe shall lapse.

Subject to the above, except in the event of intent and gross negligence on the part of SCHOTT forma vitrum Europe, the Customer shall have no claim to compensation.

SCHOTT forma vitrum Europe shall in no event be liable for any indirect, incidental, special or consequential damages arising out of or relating to the sale or use of its goods, whether or not SCHOTT forma vitrum Europe has advance notice of the possibility of such damages. If SCHOTT forma vitrum Europe breaches any provision of these General Terms and Conditions of Business or the contract with Customer, SCHOTT forma vitrum Europe's sole and exclusive maximum liability, whether based in contract, tort or otherwise, shall not in any event exceed the price invoiced for the particular goods.

7 Confidentiality, Data protection

All information of the other party shall not be made accessible to third parties, reproduced or used for purposes other than agreed upon.

The Customer agrees to the processing, storage and use of information and any of his personal data necessary for carrying out the order.

8 Retention of title

Goods which have been purchased by the Customer remain the property of SCHOTT forma vitrum Europe even after delivery until payment has been made in full. On request, the Customer undertakes to support SCHOTT forma vitrum Europe in all actions to protect his ownership (e.g. entry in the retention of title register). In the event of seizure or any other form of confiscation by a third party, the Customer is obliged to inform SCHOTT forma vitrum Europe of this without delay.

9 Applicable law/place of jurisdiction

Swiss law applies exclusively to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods / the United Nations Convention on Contracts for the International Sale of Goods, any treaties and Swiss Private International Law.

The place of jurisdiction is St. Gallen/Switzerland; SCHOTT forma vitrum Europe is, however, also entitled to bring a claim against the Customer at its registered office or domicile.

SCHOTT forma vitrum Europe ag
St. Gallen, Switzerland
May 26th, 2009