

ARTICLE I

SCOPE OF AGREEMENT

You may at your option use the system to:

- (1) look up parts required for installation;
- (2) view accessory items that are available; and
- (3) confirm part availability and place orders.

You may also use the system to request and receive from Pilkington such other information as Pilkington may from time to time make available through the Pilkington e-commerce system.

This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by Pilkington. Pilkington and its affiliates reserve the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if Pilkington believes that customer conduct violates applicable law or is harmful to the interests of Pilkington and its affiliates.

ARTICLE II

TERMS AND CONDITIONS

Authorized Use of Pilkington E-commerce and Confidentiality

Use of the Pilkington e-commerce system by You shall be through an individualized user identification code ("USERID") and password. You shall be responsible for any unauthorized use of the USERID or password. Pilkington shall be entitled to rely upon use of an USERID or password in accepting any orders.

You shall not disclose to persons other than your authorized representatives, and shall otherwise keep completely confidential, all USERIDs, and passwords issued to You by Pilkington. In addition, each authorized person shall likewise not disclose to any other person, and shall otherwise keep completely confidential, the USERID and password issued to you.

You shall immediately inform Pilkington in writing whenever You desire to terminate access to the Pilkington e-commerce system previously granted to any. You shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords issued to You by Pilkington, including but not limited to the use of such USERIDs and passwords by personnel who at some point are no longer within Your employment or control. Pilkington reserves the right, at any time and in Pilkington's sole discretion, to invalidate without prior notice any password or USERID issued to You.

You shall defend and indemnify Pilkington from and against any and all claims, demands, and actions, and any resulting loss, costs, damages, and expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, which may be asserted against or imposed upon Pilkington by any party as a result of the unauthorized or otherwise improper use of any USERID or password issued by Pilkington to You.

Release and Disclaimer of Liability: Indemnification

THIS SITE IS PROVIDED BY PILKINGTON ON AN "AS IS" BASIS. PILKINGTON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PILKINGTON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PILKINGTON WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

PILKINGTON EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES TO YOU, OR TO ANY THIRD PARTIES EXCEPT FOR DAMAGES DIRECTLY ATTRIBUTABLE TO THE BAD FAITH, FRAUD OR WILLFUL MISCONDUCT OF PILKINGTON, ARISING OUT OF OR IN ANY MANNER RELATED TO USE BY YOU OF THIS SITE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM ANY ONE OR MORE OF THE FOLLOWING:

- (1) ANY ACTS OF GOD OR FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO SABOTAGE, WAR, RIOT, LIGHTNING, VERMIN, FIRE, FLOODS, ELECTRICAL STORMS AND/OR POWER OUTAGES, OR ANY OTHER NATURAL OR PUBLIC CALAMITY;
 - (2) ANY DEFECTS IN COMPUTER SOFTWARE OR HARDWARE OR DEFECTIVE PROGRAMMING;
 - (3) ANY INTERRUPTION IN OR MALFUNCTION OF ELECTRONIC COMMUNICATION OR TRANSMISSION; OR
 - (4) ANY IMPROPER OR ERRONEOUS SERVICE WHICH MAY OCCUR AS A RESULT OF USE OF THIS SITE.
- PILKINGTON'S LIABILITY, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES ONLY INCURRED BY THE YOU AND SHALL NOT EXTEND TO CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES INCURRED BY THE YOU OR ANY DAMAGES, OF ANY NATURE WHATSOEVER INCURRED BY THIRD PARTIES.

YOU AGREE TO PROTECT, DEFEND, INDEMNIFY, AND HOLD PILKINGTON HARMLESS AGAINST ANY AND ALL LOSS, COSTS, DAMAGES, AND EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES), RESULTING FROM OR OTHERWISE RELATED TO ANY CLAIM, DEMAND, OR ACTION ASSERTED AGAINST PILKINGTON, ARISING FROM OR IN ANY MANNER DIRECTLY OR INDIRECTLY CONNECTED WITH YOUR USE OF THIS SITE EXCEPT IN THE INSTANCE OF BAD FAITH, FRAUD OR WILLFUL MISCONDUCT OF PILKINGTON.

Other Terms and Conditions

All items purchased from Pilkington are made pursuant to its standard terms and conditions for the sale of such items.

ARTICLE III

TERM

This Agreement shall be and continue in full force and effect from the date of execution hereof until terminated only for due cause or at Your request.

ARTICLE IV

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Ohio without recourse to the law regarding the conflict of laws.

This Customer Agreement and the obligations of the parties are subject to all present and fixture valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.