

Warranty

GLASS-POLYCARBONATE AUTOMOTIVE & APPLICATIONS

Buyer and Warranty period

Oran Marketing & Development ACC Ltd and its subsidiaries or affiliates ("**OSG**"), subject to the conditions and limitations set forth below, warrant to the original purchaser only ("**Buyer**") of glass-polycarbonate products for automotive applications ("**Product**"), and to no other person or entity, that subject to the conditions contained in this document, for a period of **2 years** from the date of manufacture, the Product shall materially conform to agreed specifications or to sample(s) shown, handed to and inspected by Buyer, as the case may be. In the event of a non-conforming Product covered by this Warranty, Buyer's sole and exclusive remedy and OSG's sole liability shall be limited to the replacement of the non-conforming Product F.O.B. shipping point; or the repair of non-conforming Product; or if OSG so elects, to refund Buyer the amount paid, all at sole discretion of OSG. In no event shall OSG be liable or responsible for any labor costs or other expenses incurred by Buyer or any other party in connection with the installation of the Product, removal of non-conforming Product, or installation of replacement Product. The original Warranty shall continue to apply to the repaired or replaced Product and shall extend the Warranty period by the same length of time as the time OSG received the warranty claim to the time that the repaired or replaced Product was delivered to the Buyer.

Limitations

For this Warranty to apply, storage, handling, transportation and use of the Product must be strictly in accordance with OSG's document titled OS17 which is attached hereto as **Appendix A** and is an integral part of this Warranty. All installation (including assembly to frames as well as to vehicles where undertaken by any party other than OSG) must be performed in accordance with professional and accepted industry standards and not conflict with any instructions contained in OS17.

Without limiting the generality of the foregoing, this Warranty shall not apply to:

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- (a) Any Product that was subjected to abuse, improper cleaning, mishandling, storage or improper installation, including but not limited to improper mounting or fastening of Product to or within framing or other materials, inadequate edge engagement, use of fasteners of insufficient size to withstand design impact, use of sealants or other chemical materials which are incompatible with good glazing practice, or installation otherwise not in strict adherence to OS17;
- (b) <u>Special Instructions Regarding Storage</u>. With respect to storage of the Product, the Buyer is advised that even if storage instructions are followed closely, keeping the Product in storage for too long will impact on the integrity and quality of the Product. Therefore, Buyer must open up and air the Product every six months while in storage for the period of time and under the conditions detailed in OS17. Buyer must keep records of this activity as required by the OS17 Storage Record Form and provide a copy of this form to OSG when making a warranty claim.

Where the warranty claim relates to delamination and the warranty claim is made 6 months or more following delivery, failure to provide the OS17 Storage Record Form or any other documentation that substantiates proper storage and airing of the Product will render the Warranty for the Product invalid.

Furthermore, where the warranty claim relates to delamination, the warranty with respect to those Products will be invalidated unless the Buyer can provide documentary evidence that clearly substantiates that all storage and airing was correctly performed. This is regardless of how long after delivery and regardless of presentation of a Storage Record Form.

(c) <u>Delamination</u> shall not be considered as non-conforming, unless (i) it is evident on the Product prior to any installation work not performed by OSG; or (ii) if only evident after installation, it affects visibility to the extent that the vehicle cannot be driven safely. Therefore, this warranty will not apply to delamination around the glass edge that only becomes evident after installation.



If OSG replaces any Product under this Warranty, it may substitute Products that are designated by OSG to be of comparable quality in the event the Product initially installed has been discontinued or modified.

Other Limitations

THIS WARRANTY IS EXPRESSELY MADE IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESSED OR IMPLIED, LIABILITIES, OR OBLIGATIONS OF OSG. IN NO EVENT SHALL OSG BE LIABLE UNDER ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OSG BE LIABLE FOR SPECIAL, INCEDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE VEHICLE, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OF OSG AND NO DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. IN CASE OF A CONTRADICTION BETWEEN THIS WARRANTY AND ANY OTHER LIABILITY EXPRESSED IN A SEPARATE AGREEMENT WHETHER PRECEDING OR CONSEQUENTAL TO THIS WARRANTY, THIS WARRANTY SHALL PREVAIL.

If any limitation of liability shall be deemed invalid by any applicable law, then OSG's liability shall be within the limitation permitted by that law.

<u>EFFECT</u>

The terms specified below shall apply in the absence of any other agreement in writing and constitute a binding agreement ("Agreement").

The terms and conditions hereof prevail over any other terms and conditions pertaining to the sale of the product/s and may be amended or supplemented only by written document duly signed by an authorized representative of each party. Neither receipt by the Seller of any form of terms and conditions or other document, nor annexing or enclosing the same to any document, shall be deemed to amend the terms hereof or incorporate such terms herein.

How to Obtain Warranty Service

The Buyer must promptly notify OSG in writing during the Warranty period of any nonconforming aspect of the Product and provide proof of the date of purchase and installation. It is



the responsibility of the Buyer to have a reliable traceability of each installed windscreen (Windscreen Identity no., Lot No., Installation Date, Vehicle Identity No.) All notifications should be sent in writing to: 48 Industrial Park Way, Emporia VA 23847 USA, Attn. Transparency Division/Sales or at OSG Oran Safety Glass Ltd., Kibbutz Tzuba, D.N. Harei Yehuda, 90870, Israel – Division/ Sales. The Buyer may be required to submit the non-conforming Product to OSG for analysis. OSG will then investigate the claim and examine the Product claimed to be non-conforming. If non-conformity covered by this Warranty is confirmed, OSG, within a reasonable amount of time after its inspection and following OSG's sole conclusion that it is indeed a non-conforming Product and that the Warranty has not been invalidated, will either repair or replace the defective Product or refund that amount paid by the Buyer for the product, per the terms of this Warranty.

Governing Law and Jurisdiction

Unless OSG specifically agrees otherwise in writing, if the Buyer is located in the United States and is purchasing Products for sale to end-users in the United States, then the laws of New York, USA shall govern the terms of this warranty and limitation of liability without reference to it conflicts of laws provisions and the courts of appropriate jurisdiction in the City of New York, New York shall have sole and exclusive jurisdiction to determine any disputes between the Parties and in all other cases, this warranty and limitation of liability shall be governed by the laws of the State of Israel without reference to its conflicts of law's provisions and the courts of Tel Aviv – Jaffa shall have sole and exclusive jurisdiction to determine any disputes arising therefrom.

To avoid any doubt, OSG shall not be considered to have agreed to an alternate dispute provision merely by accepting a Buyer PO that purports to include Buyer's standard terms including an alternate term dispute term. OSG and Buyer must sign a non-standard or nonboiler plate document with an express alternate dispute provision in order for OSG to be considered to have agreed to the alternate provision.



Appendix A – OS17

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	Vosg	Quality Assurance Instruction File	Designation: OS17	
	VISION THROUGH GLASS	Prime Instruction: Handling, Storage & Installation protocols	Revision: 6.1	
	Advertising Date: 24/5/2012	Subject: OSG Armored glass - care and handling	Page: 6 From: 8	
ſ	Issued by: Liel D Product Engineer	Approved by: Mikhal C Head of Engineering		

Re	<u>vision</u>	<u>Paragraph</u>		Change Nature	Date
6.1			New format		16/12/2018

<u>Purpose</u> – this document summaries instructions for handling, assembly, storage, and installation.

Following the guidelines will optimize the life cycle of the transparent armor.

Abbreviations:

TA Transparent Armor	
PC /ADI®	Polycarbonate / No spall, Ultra Long-Lasting Technology (safe side)
A	Action need to be followed by the user
N	Important Notice

Торіс		(A)/N
Before assembly to the frame and/or mounting to the vehicle	Store the Transparent Armor (TA) in the original crates provided by OSG	A
	Store the products in original position until assembly is conducted.	Ā
	Storage conditions that must be kept for OSG windows are: Maximum relative humidity of 55% on the storage area. Room temperature 25°C (77°F). Temperature above 35°C (95°F) must be avoided.	Ā
	Avoid direct sun light radiation.	A
	Avoid rapid temperature changes	A
	Avoid all contact with water or other liquids	Ā
	Keep the TA in a hazard gas free environment	Ā
	OSG instruct not to store the TA for a period greater than 6 months . If a longer period is required, please contact your POC at OSG as soon as you are aware of this issue. You will then receive further instructions and must complete surveillance forms for any packaging changes required.	N
While mounting assembled armored glass to vehicle	Before opening the crates, check that no damage occurs during transit and storage and that the crate is in its original state without any damage.	A
	Take a picture of any noticeable damage.	
	Flatness of frame and/or vehicle mounting interface must not exceed 2mm per 1 meter.	N
	Screws torque sequence – The screws shall be tightened by Inside-out criss- cross method in order to reduce stress between the frame (glass) and the vehicle. Please contact OSG to receive exact torque sequence for your project.	A
	Tightening torque must be taken in consider according to mounting method.	N

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	minimized. Vehicle's cabs shou exposure to sun rad	sunlight: should be avoided whenever uld be covered with an insulating mate liation and prevents/minimizes heating the to eliminate buildup of heat and mo	erial that prevents direct g of windows.	A
	The Vehicle's Cab	must be ventilated constantly, in order sequent Greenhouse Effect inside the	r to prevent temperature	A
	intensify evaporation	nal stress on the PC, high temperature on of gases from the plastic parts adjac hese plastic fumes have been proven	cent to the screen, such	N
	Avoid direct hot/co	old air condition flow on the safe side.		A
Vehicle Painting		the vehicle with the mounted glass on ot exceed 80 °C (176°F).	it, the drying	N
	there is a risk for ch	an assembled glass in its frame (not n hemical attack on the PC/ADI®. In th ced and approve the paint process.		A
De-icing/ De-fogging System	internal De-fogging	eive De-icing system for external ice o g evaporation system. The system is d ding to designated parameters supplie	esigned specifically for	N
	Operator shall turn less than 0°C (32°F TA surface.	on the deicing system only if the envi and if there is an apparent ice on the	ronment temperature is e external layer of the	A
		-off the heating system immediately w vant standard (for example SAE J381/ fics)		A

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		N	
Safe side treatment Inner face of glazing ("Safe Side") is made of PC/ADI® which is prone to scretching. Contact with this side should be avoided as possible or minimized			
0	scratching. Contact with this side should be avoided as possible or minimized. TA is delivered with a white / clear sheet protecting the safe side.		
	Do not remove this sheet until glazing has been completely installed and is ready	(A)	
	for use. If portions of the protective sheet must be removed for proper	\sim	
	installation, carefully remove the edge of the sheet where required and repl		
	whenever possible.		
	Do not adhere any sticker or label to the polycarbonate surface of the TA.	(\mathbf{A})	
1	Do not scrape the safe side surface with any tools or objects for any reason.		
11	The main materials which must not come in contact with the safe side are: PVC, Halogens, Ketones, Concentrated Acids, Aromatic hydrocarbons, Amines, Ester.	N	
	In order to be sure that your chosen materials won't attack the safe side, OSG	\bigcirc	
1.0	must receive samples for compatibility testing.	(\mathbf{A})	
	OSG recommends sending several kinds of materials so at least one will be		
approved to use.			
	OSG must approve any material that comes in contact with the safe side.	N	
Safe side cleaning	Use soft clean cloth to clean the safe side. If needed clean it and replace it during		
	the procedure.	\odot	
and the second s	Do not clean OSG products with detergents and chemicals. Use only Isopropyl	(A)	
	Alcohol 99% or clean water for cleaning.	-	
	Do not use any cleaning substances of the cab parts, such as dash board cleaners.	(A)	
		•	
	Do not use sharp tools for cleaning.	(Δ)	
		\odot	
Conto et Un	En ante da internetian mandia di antidatina alega ante e OCC	N	
Contact Us	For any technical question regarding this guideline please contact OSG's Engineering department	Ν	
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	Israel +972-2-5706100		
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and the second se	Web <u>https://osg.co.il/pages/contact/</u>		
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Important: Failure to strictly follow the above instructions is likely to result in damage to the glass and the warranty will therefore not cover any glass that has been subjected to any deviation of the above instructions.