

# TERMS AND CONDITIONS OF SALE

All sales are expressly limited to and made conditional upon the exact terms and conditions herein. Objection by customer to any of the terms contained herein shall be deemed to have been waived if written notice of the objection is not received by American Door & Glass Industries, LLC. (the "Company") within (5) five days of the date of receipt of these terms and conditions or before part of any goods ordered are accepted by customer, whichever occurs first.

## 1. LIMITED WARRANTY AND DISCLAIMER.

(a) Limited Warranty - The Company's responsibility for a defective product is limited, to the manufacturer's warranty for the product. AMERICAN DOOR & GLASS INDUSTRIES installation/labor has a one year limited warranty covering defects in workmanship and material under normal use from the date of purchase.

**(b) General Disclaimer. EXCEPT FOR THE LIMITED WARRANTY AS STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. IN PARTICULAR, AMERICAN DOOR & GLASS INDUSTRIES ASSUMES NO RESPONSIBILITY FOR GLASS BREAKAGE, IMPROPER USAGE, FAILURE OF PRODUCTS ON ACCOUNT OF FAULTY BUILDING CONSTRUCTION OR DESIGN, OR IMPROPER HANDLING. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

### (c) Safety Specifications:

i. Annealed Glass: Annealed glass must not be glazed in hazardous locations defined by applicable codes and Federal laws. Such locations must be glazed with an approved safety glass.

ii Tempered Glass: AMERICAN DOOR & GLASS INDUSTRIES tempered glass must not be modified or receive any fabrication such as grinding, drilling, sand blasting, etc., subsequent to tempering. Such modification or additional fabrication may seriously weaken the glass or impair its tempered characteristics and voids any AMERICAN DOOR & GLASS INDUSTRIES warranty provisions. "It is recommended that tempered glass not be exposed to temperatures at or in excess of 400°F for any sustained period of time. Such exposure can result in glass breakage."

(d) Warranty Claims: Warranty claims may be submitted by calling AMERICAN DOOR & GLASS INDUSTRIES. Mirrors, glass and/or insulated glass window units may require photo and possible return of the defective item. In all cases, customers only remedy against AMERICAN DOOR & GLASS INDUSTRIES is for the replacement or repair, at American Door & Glass Industries' option.

(e) AMERICAN DOOR & GLASS INDUSTRIES warranties do not cover damage due to theft or vandalism.

## 2. TIMING

Warranty claims must be submitted within (30) days from the date the issue is discovered. Failure to timely notify American Door & Glass Industries within (30) days will release American Door & Glass Industries from any and all obligations under the existing warranty terms.

## 3. PRESENTATION OF CLAIMS.

(a) Notwithstanding anything in these terms and conditions to the contrary, Customer shall promptly inspect the goods ordered upon receipt of same, and if goods do not conform to the contract between Customer and the Company or are defective, Customer shall notify the Company in writing of such nonconformance or defect and afford the Company a reasonable opportunity to inspect the goods.

(b) Customer shall not return any goods without the prior written consent of the Company. If the goods are defective or do not conform to the contract between Customer and the Company, the Company shall furnish instructions for their disposition.

(c) Every claim on account of defective or nonconforming goods or due to any other cause shall be deemed waived by the Customer unless made to the Company in writing within ten (10) days of Customer's receipt of the goods to which such claim relates.

## 4. CUSTOMER'S REMEDY.

Customer's sole and exclusive remedy on account or in respect of non-conforming or defective goods, at the Company's option, shall be replacement of such goods by the Company at the original point of delivery/installation. When the Company has processed glass supplied by the Customer, the Customer's sole and exclusive remedy shall be the processing of additional glass by the Company, such glass to be supplied by the Customer at no cost to the Company. The Company shall not be liable for breakage of Customer's glass accepted into the Company's shop for alteration, regardless of whether the breakage occurred in the handling prior to or subsequent to the altering. The Company shall in no event be liable for the cost of any labor expended by others on any nonconforming or defective goods or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such goods are defective or nonconforming.

## 5. SPECIFICATION, PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES.

Company provides glass specification in the quote prior to order being released. The information contained in the quote may deviate from the original specification. Glass is produced per the Company invoice, superseding any previous specification. Verification of the invoice provided is the responsibility of the customer. Except in the particulars specified by the Customer and expressly agreed to in writing by the Company, all goods shall be produced in accordance with Company's standard practices. All goods, including goods produced to meet specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, straightness, section, composition

and mechanical properties, normal variations in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

#### 6. DELAY OR FAILURE TO PERFORM.

(a) If no specified installation date is designated on the face of the Company's Acknowledgment or subsequently agreed to in writing by the Company, the Company shall not be responsible for any loss or damage resulting from any delay.

(b) All orders are accepted by the Company upon the express understanding by Customer that if a specific installation date is designated on the face of the Company's Acknowledgment, as subsequently agreed to in writing by the Company, the Company shall not be liable for delays in delivery of the goods or inability to deliver goods caused by or due to inability to obtain transportation, equipment, labor, or material, or by reason of insurrection, fires, floods, storms, embargoes, action of any military or civil authorities, whether legal or de facto, strikes, labor difficulties, riots, lockouts, acts of God, or other similar or different circumstances beyond the control of the Company.

(c) For purposes of these Terms and Conditions, estimated installation dates shall not constitute specific installation dates.

(d) Any estimate made by the Company to the customer of the time that will be necessary to complete and deliver any order shall be based upon the assumption that all specifications for such order have been received by the Company at the time such estimate is made. In no event shall Company be responsible for any delay in delivery if additional specifications or changes in the specifications for such order are received by the Company after the estimate has been given.

(e) If the customer cancels/reschedules their appointment less than 48 hours prior to the scheduled installation date, a \$25.00 rescheduling fee will be applied.

(f) If Company arrives at the Customer's job site and is unable to complete the job, due to the Customer, and the Company has to return at a later time, a \$40.00 return trip fee will be applied.

#### 7. ESTIMATES, PRICES, CREDIT AND PAYMENT.

(a) Estimates. All estimates, whether accompanied by verbal or written specifications shall be only tentative and subject to revision by the Company. All estimates shall include only services performed in accordance with Customer's original specifications. If through Customer's error or change of mind, services must be repeated one or more times, the Company shall charge Customer for such services.

(b) Payment Terms. Subject to subparagraph 9 (a) above, all estimates, prices and terms of payment shall be as quoted by an authorized representative of the Company in writing, as shall be shown on the applicable invoice. Terms are from date of invoice and not from date the product is received by customer. The Customer shall pay for the goods and/or services provided hereunder within five (5) days after installation date, unless otherwise agreed to in writing by

the Company. Payment made after the due day shall be subject to a \$30 late charge. In addition, payment made after the due day shall be subject to late charges equal to 1 1/2 % for each 30-day period of delinquency.

(d) Partial Payments. Payments by Customer to the Company of lesser amount than is due and owing by Customer pursuant to all outstanding invoices shall be deemed a payment on account of the earliest dated invoice. No endorsement or statement on or accompanying any check, money order, or other form or remittance by Customer shall be deemed in accord and satisfaction without the Company's express written consent. Any acceptance by the Company or any agent of Company of any such check, money order, or other form or remittance by Customer as partial payment shall be without prejudice to the Company's right to recover the balance of all outstanding invoice amounts or to pursue any other remedy provided by law or equity.

#### 8. TAXES.

Any taxes which the Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand and such amounts shall not be subject to any cash or other discounts.

#### 9. CANCELLATION.

No cancellations or change orders will be accepted by the Company once the order is entered. The Customer's deposit will not be refunded after materials have been ordered.

#### 10. COLLECTION.

Customer shall, in the event that action is required on the part of the Company to collect any amount owing to the Company by the Customer under this contract, pay to Company all costs of collection, including but not limited to reasonable attorney's fees.

#### 11. WAIVER.

A waiver by the Company of any breach of contract by Customer shall not constitute waiver by the Company of any other breach of contract by Customer.

#### 12. AMENDMENT.

No agreements or understanding to modify these Terms and Condition or any order made by the Customer shall be binding on Company unless in writing and signed by an authorized representative of the Company.

#### 13. MISCELLANEOUS.

This contract is made in the State of Texas and shall be governed by Texas law. These Terms and Conditions and the customer's orders accepted by the Company shall constitute the entire agreement between the parties and may not be modified or amended except by a written

document signed by the party against whom enforcement is sought. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this contract. Travis County, Texas, shall be the proper venue for any litigation involving this contract. This contract may not be assigned or delegated by either party without the proper written consent of the other party.