



TERMS AND CONDITIONS

1.0 Definitions

- 1.1 The "Company" means Glass 3 Enterprises Ltd.
- 1.2 The "Buyer" means the individual, corporation or other entity who places an order with the Company for the supply of goods.

2.0 General

- 2.1 The Company is not responsible for misapplication of products furnished by the Company. The Buyer is responsible for meeting all safety glazing and building codes applicable to the project location.
- 2.2 Inspection standards are as per ASTM International standards, unless otherwise stated by the Company.
- 2.3 Payment for the services shall be due and payable within thirty (30) days after the date of invoice (the "Invoice") from the Company. Provincial Sales Tax, Goods and Services Tax and other applicable taxes will be added to all invoice amounts.
- 2.4 If payment of an invoice is not received within thirty (30) days of the invoice date, the invoice shall be overdue and interest at the rate of the greater of 18% per annum, calculated monthly, will accrue on all outstanding amounts. The charging of interest shall not be construed as obligating the Company to grant any extension of time for payment to the Customer.
- 2.5 It is the Company's policy to review all accounts that have invoices not paid over 60 days after the invoice date for continued credit. The Company may place a customer's account on credit hold or require deposits before beginning production or before a delivery until the outstanding balance is paid in full or prior arrangements have been made between the Buyer and the Company.
- 2.6 The terms and conditions shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties hereto shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party expressly submits to the exclusive jurisdiction of the courts of British Columbia and all courts competent to hear appeals therefrom.
- 2.7 In the event any provision of these Terms and Conditions is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of these Terms and Conditions and, the parties shall substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.
- 2.8 Any failure by either party to enforce performance of the Terms and Conditions shall not constitute a waiver of, or affect that party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Terms and Conditions.

3.0 Quotations/Estimates

- 3.1 Quotations prepared by the Company are based on the interpretation of the drawings and/or written description provided by the Buyer. It is the responsibility of the Buyer to check the quotation for accuracy and no claims will be accepted for any failure to check the documentation.
- 3.2 Quotations are valid for 30 days unless otherwise noted.
- 3.3 Currency is in US Dollars unless otherwise stated.
- 3.4 All calculations are to the next even/even inch (e.g. 32 1/4 x 32 1/4 = 34 x 34).
- 3.5 The chargeable area for shaped/patterned glass is based on the minimum circumscribed rectangular area.
- 3.6 Unforeseen charges forced/imposed that could not be predicted at time of quote (such as Tariff hike) will be calculated at time of invoicing, and the responsibility of the customer.

4.0 Customer Purchase Orders

- 4.1 Orders must be made in writing, be on the Buyers' official letterhead or Purchase Order and clearly display the Company Quotation Number to which the Order relates and include full details of the Buyer.
- 4.2 Orders will be entered based on the date of receipt by the Company, not the date noted on the Purchase Order.
- 4.3 Verbal Orders or verbal variations to Orders will not be accepted under any circumstances.
- 4.4 The Company reserves the right to requote or adjust pricing if the Buyer's purchase order is different than quoted.
- 4.5 After receipt of an order from the Buyer, the Company will provide an order acknowledgement that must be reviewed, signed and returned by the Buyer within a 48-hour time frame.
- 4.6 No fabrication will commence until the Purchase Order and all related documentation has been signed by the Buyer. Samples of required colors and finishes must be approved and signed off prior to production.
- 4.7 Supplied production drawings will supersede PO information in case of discrepancy.



- 4.8 CAD digital files are required at time of order placement for glass that is shaped, requires holes, notches and/or silkscreen. The Buyer is responsible for the accuracy of all documents, data, glass takeoffs, shop drawings, specifications and CAD digital files.
- 4.9 The placing of an Order will be deemed to be an acceptance of these Terms & Conditions.
- 4.10 The Company shall have no liability in respect to any delay to the completion of any order. If applicable, the timeframe for the project will be modified accordingly.
- 4.11 Unless noted, the minimum square footage per piece is 4.00/Sq Ft

5.0 Change Order

- 5.1 The Company reserves the right to re-quote any change orders, add-ons or replacement orders.
- 5.2 Specified lead time is based on change order date.
- 5.3 Changes to any Order must be confirmed by the Buyer in writing. The Company will not commence until any alterations, including revised costing have been formally accepted by the Buyer in writing.
- 5.4 Once an Order is placed and accepted by the Company there is no right' to cancel. Cancellation of any Order prior to manufacture will result in forfeiture of any deposit paid, or a percentage handling fee of payment in full in accordance with the Order value.
- 5.5 In case of change order, any commenced work or use of materials could be charged based on The Company's notice

6.0 Standard Silk-screens

- 6.1 Silk screen charges are applicable on a per screen, per pattern, per size basis. Silk-screens will be stored for a period of approximately four (4) months from original date of order.
- 6.2 Please also be aware that screens have a life span that cannot be determined 100%. Screen pattern complexity and size will affect the life span of a screen.
- 6.3 The Company is not responsible for the life span of any particular screen.
- 6.4 Additional screen charges may be applicable throughout the production of the project.

7.0 Freight & Delivery

- 7.1 Goods are packed in 4000 lb crates worthy of land and sea transport. Non-standard crates or special packaging are subject to an additional charge
- 7.2 No liability for jobsite deliveries will be assumed by the Company, e.g. damages to premises, equipment etc.
- 7.3 Prices are based on one order, one shipment. Multiple releases shall be subject to additional set up and or freight charges unless otherwise stated.
- 7.4 Unless otherwise stated, the Company is responsible for arranging all shipments including customs clearance.
- 7.5 The Company is not responsible for additional charges resulting from driver detention storage or demurrage after a delivery appointment has been made.
- 7.6 The receiver is responsible for the offloading and supply of any specialized equipment for offloading. Any non-standard delivery or special arrangements will be the responsibility of The Buyer
- 7.7 All periods stated for delivery or completion are to be treated as estimates only and do not create any contractual obligation.

8.0 Spontaneous Breakage

- 8.1 The manufacturing process and materials used to produce glass can contribute to the spontaneous breakage of tempered glass. This is not to be considered a defect but a natural occurring incident.
- 8.2 Published probability of breakage is approximately 8/9 per thousand pieces of glass.
- 8.3 Heat Soaking is a process that is used to reduce the risk of spontaneous breakage. It must be noted that heat soaking will NOT identify all potential breakage in advance but merely reduce the probability rate of spontaneous breakage to approximately 5/6 per thousand pieces of glass
- 8.4 The Company offers heat soaking upon request at an additional cost as specified by the Company.

9.0 Damaged Materials & Claims

- 9.1 All Glass supplied by The Company must be thoroughly inspected upon delivery. This means inspected and damage recorded prior to offloading from "L" or "A" type shipping racks or crates.
- 9.2 This information must be noted on the Bill of Lading upon receipt of goods and in all cases photographs, highlighting damage to glass and crating and any other supporting documentation to the claim.
- 9.3 Any damage to the crates or frames must be also documented to help identify a possible cause of damage.
- 9.4 NON-CONFORMANCE MUST BE CLEARLY DOCUMENTED.
- 9.5 IF IN DOUBT - " PENDING INSPECTION " MUST BE WRITTEN ON THE POD FROM THE TRUCKING COMPANY



- 9.6 Any claims against shipments must be reported by the Buyer to the Company within 48 hours from time of delivery
- 9.7 CREDITS WILL NOT BE HONORED if the damage is NOT noted on the Bill of Lading at the time of delivery, and more specifically, all chances of a claim are null and void.
- 9.8 The Company is NOT responsible for issues after delivery of the product.
- 9.9 Unapproved installation methods (such as Portland Cement) could void any warranties. It is the responsibility of the Customer to verify proper installation procedures.

10.0 Storage

- 10.1 All glass products, whether crated or uncrated must be stored in a clean, dry area and protected from the elements.
- 10.2 Our primary manufacturer's warranty is void for any glass that is damaged due to improper storage or handling.
- 10.3 If Buyer is unable to accept products and requires storage at factory, terminal, warehouse or other; the Buyer is responsible for all storage and handling charges.

11.0 Warranty

- 11.1 Warranties for products purchased will be provided upon request. These warranties are provided by the primary product manufacturer. The warranties provided by the primary product manufacturer constitute the sole warranty given to the Buyer.
- 11.2 The Company does not provide any representation, warranty or condition of any kind, express or implied. The Company makes this sale on the express understanding that there is a no implied warranty of merchantability and that there is no implied warranty of fitness for a particular purpose of the goods sold. The Buyer acknowledges that it is not relying on the Company's skill or judgment to select furnished goods suitable for any particular purpose and that no other representations were made to it or relied upon it.

12.0 Limitation of Liability

- 12.1 In no event shall the Company, its directors, officer, employees, agents, contractors, licensees or assigns be liable to the Buyer for special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever, or other costs, charges, penalties or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably, including without limitation, damages for loss of use or production, loss of revenue or profit, loss of data, loss of business information, business interruption, claims of third parties or any other pecuniary loss arising out of these Terms and Conditions.

13.0 Force Majeure

- 13.1 Any delay or failure of the Company to perform its obligations under these Terms and Conditions shall be excused if, and to the extent, that the delay or failures caused by an event or occurrence beyond the reasonable control of the Company and without its fault or negligence, such as, by way of example and not by way of limitation, natural disasters, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.