

GENERAL TERMS OF SALE

1. ORDER ACKNOWLEDGMENT. All quotations and agreements are subject to Seller's written ACKNOWLEDGMENT, which sets forth the order as Seller understands it and states the only obligations to which Seller is bound. Unless Buyer objects promptly upon its receipt, such ACKNOWLEDGMENT will be an integration of and the final and entire agreement between the parties, superseding and merging all prior communications. No subsequent modification will be binding unless similarity acknowledged by Seller.

2. GLASS DISCLAIMER. All glass, including fire rated glass, used in hazardous areas must meet CPSC 16 CFR1201 Class 1 or Class II and/or ANSI Z97.1 Class A or Class B. The IBC 2006 and subsequent versions apply to all buildings. Check with the architect and authority having jurisdiction regarding the use of wire glass in any hazardous location. If you require an IAC compliant glazing material please contact us for additional information.

3. GENERAL WARRANTY AND LIMITATIONS. This warranty is IN LIEU OF any other warranty, express or implied but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.

Express Warranty. Subject to the limitations and exclusions described herein, Seller's products are guaranteed to be free from defects in material and workmanship and to conform to the specifications and tolerances provided in the applicable industry standards (or standards published or adopted by Seller in the case of products not covered by industry grading rule), or otherwise incorporated in this agreement.

This warranty shall expire and become null and void upon the sale or transfer of the product to anyone other than the original purchaser.

There are no warranties which extend beyond the foregoing.

EXCLUSION OF IMPLIED WARRANTIES

ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DO NOT APPLY TO THE PRODUCT.

Limitation of Remedies. Buyer's exclusive remedy against Seller shall be for the replacement of the nonconforming product or, at Seller's exclusive option, fair allowance therefore. No other remedy (including but not limited to, incidental damages or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss, whether arising out of breach of contract,

breach of warranty, tort or otherwise) shall be available to the Buyer. Seller reserves the right to have its representative field inspect the product within (30) days of receipt of a claim under this warranty. Any returned product that is replaced is and shall be the property of the Seller.

Obligations of Buyer. Claims under this warranty must be made in writing within 30 days after delivery of the product or within 90 days after delivery of the product for grade claims on wrapped or strapped products. All claims must include proof of purchase and must be made prior to attempts to repair the product by Seller.

4. TIME AND PLACE OF SHIPMENT. Unless the indicated shipping date is expressly guaranteed, any information as to the date of shipment is an approximation based on Seller's best judgment at the time and is not binding. When a mill or other shipping point is specified on the face hereof, or when an order is scheduled for shipment from such a place, it shall be the exclusive source of supply.

5. QUANTITY TOLERANCES. Unless this order expressly requires the loading and shipping of specific enumerated quantities, or the loading and shipping of specific enumerated quantities is the universal custom applicable to the described goods, Seller shall have the right to increase or decrease the quantity called for in this order by not more than 10% when necessary to avoid waste, to avoid breaking customary shipping units, to meet minimum tariff requirements, to comply with governmental regulations, or for any other reason Seller deems appropriate.

6. TITLE AND RISK. Irrespective of any provision concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier except a motor vehicle operated by Seller at Seller's plant or other shipping point. Seller reserves the right to route all shipments, and may assist Buyer in processing claims against carriers, without incurring liability therefore.

7. TRANSPORTATION COSTS AND SHORTAGES. When prices include any costs of transportation from point of manufacture, any increase in such costs becoming effective after the applicable price is quoted or established by Seller, and any costs for services beyond those provided by the carrier at no charge other than the applicable freight rate or tariff, shall be for Buyer's account and shall be the sole responsibility of Buyer. Any extra costs of utilizing substitute methods of delivery, when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, also shall be for Buyer's account and shall be the sole responsibility of Buyer.

8. LATE PAYMENT CHARGE. A late payment charge of one and one quarter per cent per month on the unpaid balance will be made on all past due accounts. Should this rate

exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply.

Buyer also agrees to pay reasonable attorney's fee and other costs incurred at collection.