



## TERMS & CONDITIONS OF SALE

Interglass Corp. is a wholesale distributor selling various products ("Interglass"). You ("Buyer") desire to purchase products from Seller. Buyer and Interglass agree that the following terms and conditions apply to each sale.

1. Interglass agrees to supply only the goods or services described in the Sales Order or Sales Quote (Quotation/Proforma Invoice), which may vary from jobs specifications and/or purchase orders.
2. Any items omitted in the Sales Quote or Sales Order are excluded. The price is based solely upon the particular specifications, drawings, makeups, or other contract documents, which are specifically identified in the Sales Quote or Sales Order.
3. The date for delivery shown on the face of the Sales Order is an estimate only. Interglass will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of the cause.
4. No retainage is allowed.
5. Custom orders which are completed and are unable to be accepted or delivered within 30 days of the original delivery date are subject to storage charges. Fees will be assessed at \$10.00 per order per day. Interglass will not be liable for damage to materials stored longer than 30 days nor will Interglass be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by Interglass in any product materials.
6. Interglass prices stated in our price lists or website, might change at any moment without notice to our customers. Interglass reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors.
7. Interglass may, in its sole discretion, agree to grant credit terms to Buyer. Interglass will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to Interglass continuing approval of Buyers credit. If in Interglass sole discretion Buyers credit or financial standing becomes unsatisfactory Interglass may withdraw or modify the credit terms. Buyer shall be responsible for Interglass costs of collection including reasonable attorney's fees in the event of nonpayment.
8. Interglass follows the ASTM International standards. Unless otherwise agreed in writing by Interglass, all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade and practical testing and inspection method.
9. Interglass has no architectural system design or application responsibility to Buyer or any third party. Interglass shall not be liable under any circumstances for incidental or consequential Damages.
10. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee.
11. All returns or exchange of goods are for standard stock products only and must be made within the 90 days of the original purchase date. Products must be returned in the original packaging and in new condition. Refund for return products are allowed within 30 days using the same method of payment as originally purchased. Custom manufactured goods may not be returned to Interglass for credit without prior written consent.
12. After Buyers order has been accepted by Interglass, the order may not be modified, canceled or changed without Interglass consent. Buyer shall be responsible to Interglass for reasonable cancellation or order change charges.

13. Interglass provides a limited warranty. Its terms are set out in Interglass separate warranty certificate available on [www.interglasscorp.com](http://www.interglasscorp.com). Interglass will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. Interglass may void the limited warranty upon products for which Interglass has not been paid. Interglass limited warranty as provided to Buyer may only be modified upon written approval of Interglass. Any verbal representations intended to modify any existing Interglass warranty shall be invalid and unenforceable against Interglass.
14. Interglass expressly disclaims any implied warranty of Merchantability or fitness for any particular purpose and any other obligation or liability not expressly set forth in its Standard terms of warranty. Interglass shall not be liable under any circumstances for incidental or consequential Damages.
15. After Buyers order has been accepted by Interglass, the order may not be modified, canceled or changed without Interglass consent and an equitable adjustment are made if necessary, to the price and delivery terms. Buyer shall be responsible to Interglass for reasonable cancellation or order change charges.
16. Buyer shall inspect the goods upon receipt and promptly notify Interglass of any claim that the goods are nonconforming. Interglass shall be allowed reasonable opportunity to inspect and cure any claim of alleged nonconformity. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with Interglass operations and the consequent approval or rejection shall be made before shipment of the goods.
17. Buyer acknowledges that the quoted prices do not include freight outside of Florida, sales/use taxes, or any other state, local, and federal taxes and/or assessments that may be payable on the transaction unless otherwise stated in writing by Interglass. All additional delivery costs arising from local labor agreements shall be borne by the buyer.
18. Buyer acknowledges they are liable for State and local sales/use tax for the goods they are purchasing unless Buyer provides a valid copy and properly executed sales/use tax exemption certificate prior to the invoicing of the order. Therefore, this order will be taxed in accordance with State and local tax laws to where the product is being shipped. Once you are invoiced by Interglass it is your responsibility to make payment in full to Interglass.
19. All square foot pricing is invoiced rounding to the next dimensional inch.
20. All Orders are subject to and Buyer is bound by Interglass Terms of Sale without change, unless otherwise set forth in writing and accepted in writing by Interglass. To the extent any other terms and/or conditions from any other source, including Buyer, are deemed to conflict with Interglass Terms of Sale, Interglass Terms of Sale will govern.
21. Under no circumstances shall Interglass be liable to or agree to indemnify Buyer or any third party for any loss, costs, damage or expense (including attorney's fees) resulting from Buyer's or any third party's actions or conduct. Buyer shall indemnify and hold Interglass and its employees, agents, assigns and heirs harmless from and against any loss, costs, damage, or expense (including attorney's fees) resulting from any charge or claim of personal injury or property damage arising out of Buyer's performance under this order or Buyer's negligence or willful misconduct.
22. This agreement shall be governed and construed according to the laws of the State of Florida.