

INTERGLASS CORP.

TERMS & CONDITIONS OF SALE

Interglass Corp. is a wholesale distributor of products. These Terms & Conditions apply to purchases made from Interglass Corp. by any customer or buyer. By placing an order, accepting a quote, receiving goods, or paying an invoice, the Buyer agrees to these terms.

1. When These Terms Apply

These terms apply to all quotes, orders, invoices, shipments, deliveries, returns, and sales made by Interglass Corp. If the Buyer sends different terms in a purchase order, form, or other document, those terms do not apply unless Interglass accepts them in writing.

If there is a conflict between documents, the order of importance is:

1. A signed agreement between Interglass and the Buyer
2. The Interglass quote, sales order, or order confirmation
3. These Terms & Conditions
4. The Buyer's documents

Interglass may update these terms for future transactions after giving notice through a quote, invoice, website, or other business document.

2. What Interglass Provides

Interglass provides only the products and related items listed in its quote or order confirmation.

Unless Interglass agrees in writing, Interglass does not provide engineering, design, code review, installation, field measurements, compatibility review, supervision, unloading, hoisting, rigging, or other professional services.

The Buyer is responsible for confirming all quantities, dimensions, specifications, product selection, finishes, openings, compatibility, code compliance, safety requirements, and suitability before manufacturing, shipment, installation, or resale.

3. Prices, Extra Charges, and Taxes

Prices may change until Interglass accepts the order in writing. Published prices, website prices, prior quotes, and past transactions may be changed without notice. Unless stated in writing, prices do not include taxes.

Interglass may pass along documented increases in freight, fuel, tariffs, duties, supplier charges, carrier charges, storage, or other government or logistics-related costs.

The Buyer is responsible for all applicable taxes unless a valid exemption certificate is provided before invoicing. Clerical or typographical errors may be corrected.

4. Credit, Payment, Interest, and Collection Costs

Interglass may approve, deny, reduce, suspend, revoke, or change credit at any time. Payment is due according to the invoice terms. The Buyer may not deduct, withhold, offset, or back charge amounts unless Interglass agrees in writing. Past-due balances may accrue interest at the lower of 1.5% per month or the maximum rate allowed by law. If a lower rate is required by law, that lower rate will apply. The Buyer must reimburse Interglass for reasonable collection costs, attorney fees, court costs, filing fees, and related expenses. Interglass may require prepayment, cash in advance, credit card payment, wire transfer, letter of credit, guaranty, or other security at any time.

5. Orders, Changes, and Special Orders

An order is not binding until Interglass accepts it.

Orders cannot be cancelled, changed, delayed, suspended, or rescheduled without Interglass's written approval.

Special order items cannot be cancelled or returned unless Interglass agrees in writing. If Interglass approves a cancellation, delay, hold, or change, the Buyer must pay all related costs, including materials, work in process, supplier charges, freight, storage and packaging. The Buyer is responsible for the accuracy of all specifications and information it provides.

6. Delivery Dates and Delays

Delivery dates, lead times, ship dates, and arrival dates are estimates only. They are not guaranteed.

Interglass is not responsible for delays or failure to deliver by an estimated date. Interglass may make partial shipments and invoice each shipment separately. A delay in one shipment does not allow the Buyer to cancel or refuse other shipments. If the Buyer requests a delay, hold, delayed pickup, or staged release, Interglass may charge storage, handling, and redelivery fees.

7. Shipping, Risk of Loss, and Ownership

Unless Interglass agrees otherwise in writing, sales are shipment contracts.

Risk of loss or damage passes to the Buyer when the goods are given to a carrier at Interglass's shipping point or when the Buyer or Buyer's agent picks them up. Ownership passes to the Buyer upon delivery. However, Interglass keeps a security interest in the goods and any proceeds until the Buyer pays in full. The Buyer agrees that Interglass may file documents needed to protect that security interest.

8. Inspection, Shortages, Damage, and Product Issues

The Buyer must inspect all goods immediately upon receipt and before installation, cutting, fabrication, tempering, lamination, processing, resale, or other use. Visible shortages, breakages, or transit damage must be written on the delivery receipt at delivery and reported to Interglass in writing within 24 hours. Concealed shortages or concealed damage must be reported in writing within 5 days after delivery.

Any other claim that goods are incorrect or nonconforming must be made in writing within 30 calendar days after delivery or before the goods are altered, installed, or processed, whichever comes first. A claim must include the invoice number, item description, affected quantity, photographs, and a clear description of the issue. The Buyer must keep the goods available for inspection and must not return, alter, repair, fabricate, install, dispose of, or use the goods without InterGlass's written approval. If the Buyer does not follow these steps on time, the goods are considered accepted and the claim may be waived.

9. Returns

All returns require written Return Material Authorization (RMA) from InterGlass. Only standard stock items that are new, unused, uninstalled, unprocessed, in resalable condition, and in their original packaging may be considered for return. Return requests must be made within 30 days of the invoice date unless InterGlass approves a later return in writing. Approved returns may be subject to restocking, freight charges. The following items are not returnable unless InterGlass agrees in writing: custom items, glass lites splits, special orders, clearance items, opened consumables, or items that have been installed, processed, damaged, altered, or improperly stored. If a stock item is approved for return within 30 days, no handling charge applies, but return shipping is not covered. Returns requested after 30 days require approval from a sales manager and will incur a 20% restocking fee.

The Buyer is responsible for returned goods until InterGlass receives, inspects, and accepts them. Any credit issued depends on InterGlass's inspection and the invoiced value of the goods. Freight credit will not be issued unless InterGlass agrees in writing.

10. Storage, Refused Delivery, Failed Delivery, and Redelivery

If the Buyer refuses delivery, gives the wrong address, lacks the personnel or equipment needed to receive goods, or otherwise causes a failed delivery, InterGlass may charge a missed delivery fee. The Buyer must pay all related storage, detention, demurrage, redelivery, and similar charges. InterGlass may invoice the goods when they are ready for shipment, even if shipment or delivery is delayed because of the Buyer. InterGlass is not responsible for deterioration, breakage, or other loss caused by Buyer delays, jobsite conditions, or improper storage after risk of loss has passed to the Buyer.

11. Product Standards and Buyer Responsibilities

Unless InterGlass states otherwise in writing, products are sold according to applicable manufacturer specifications, published product data, reasonable industry tolerances, trade practices, and practical inspection or testing methods. InterGlass is a distributor. It does not provide engineering, architectural review, glazing-system design, sealant compatibility review, code analysis, field measurement verification, installation, or application approval unless agreed in a separate signed writing.

The Buyer is responsible for product selection, measurements, openings, field conditions, code compliance, safety requirements, compatibility with other materials, and suitability for the intended use or project. Samples, mockups, renderings, literature, and product information are for general reference only unless included in a signed agreement.

12. Limited Warranty

Interglass provides only the written warranty, if any, that Interglass issues for the product or the manufacturer's warranty that Interglass is allowed to pass through.

Warranty materials may be provided upon request or by reference to Interglass's published warranty information.

Interglass may deny or cancel warranty service if the Buyer has a past-due balance or if the goods have not been paid in full. Warranty claims are subject to the Buyer following these Terms & Conditions.

Except for a written limited warranty issued by Interglass, the goods are provided "as is" and "with all faults," to the fullest extent allowed by law. Interglass disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or warranties based on prior dealings, trade usage, samples, descriptions, recommendations, marketing materials, oral statements, or sales discussions.

The Buyer agrees that it has not relied on any oral statement or recommendation unless it is written and signed by Interglass.

13. Remedies and Limits on Liability

If there is a valid claim related to goods, the Buyer's only remedy is, at Interglass's choice: repair, replacement, or credit or refund of the purchase price for the specific nonconforming goods.

To the fullest extent allowed by law, Interglass is not liable for indirect, incidental, special, punitive, exemplary, or consequential damages. This includes lost profits, lost business, loss of use, delays, chargebacks, field labor, removal, reinstallation, crane costs, equipment rental, expedite fees, storage costs, jobsite costs, backcharges, third-party penalties, or similar costs.

Interglass's total liability will not exceed the amount actually paid for the specific goods that caused the claim.

14. Buyer's Responsibility to Protect Interglass

The Buyer must defend and protect Interglass, its officers, employees, and agents from third-party claims, damages, losses, penalties, expenses, and reasonable attorney fees caused by or related to Buyer specifications, designs or measurements, product selection, installation, misuse, alteration, improper storage or handling, code violations, intended use, compatibility issues not accepted by Interglass in writing, Buyer's breach of these terms, or negligence or misconduct by the Buyer or people acting for the Buyer.

15. Events Beyond Interglass's Control

Interglass is not responsible for delay, shortage, price increase, or failure to perform caused by events outside its reasonable control. Examples include storms, floods, fire, accidents, epidemics, pandemics, war, terrorism, civil unrest, labor shortages, strikes, supplier failures, raw-material shortages, plant shutdowns, transportation delays, port congestion, container shortages, carrier interruptions, government orders, sanctions, embargoes, tariffs, duty increases, trade restrictions, utility failures, cyber incidents, or similar events. During these events, Interglass may

allocate available inventory, suspend performance, extend delivery dates, use substitute sources or products where commercially reasonable, or cancel the affected part of the order without liability.

16. Interglass's Rights if Buyer Does Not Perform

If the Buyer fails to pay on time, breaches these terms, becomes insolvent, or Interglass reasonably believes the Buyer may not perform, Interglass may take action without giving up other rights. Interglass may suspend performance, hold or stop shipments, require cash in advance or other payment assurance, cancel any unshipped part of an order, reclaim goods where allowed by law, resell goods, or use any legal or equitable remedy available. The Buyer may not deduct, offset, or back charge disputed amounts unless Interglass agrees in writing.

17. Compliance with Laws, Export Rules, and Sanctions

The Buyer must follow all applicable laws, codes, ordinances, export controls, sanctions, and safety requirements related to the purchase, resale, handling, installation, and use of the goods. The Buyer must not export, re-export, transfer, or use goods in violation of trade or sanctions laws.

18. Florida Law, Court Location, and Jury Trial Waiver

These terms and all sales by Interglass are governed by the laws of the State of Florida, without applying conflict-of-law rules. Any dispute must be handled in the state courts located in Miami-Dade County, Florida, or the federal court with jurisdiction there.

The Buyer agrees to personal jurisdiction and venue in those courts and waives objections based on inconvenient forum or improper venue. To the fullest extent allowed by law, each party waives the right to a jury trial in any dispute related to these terms or any sale.

19. Time Limit for Claims and Other Terms

Any legal action by the Buyer related to the goods or any sale must be started within one year after the claim arises, to the fullest extent allowed by law. These terms are the complete agreement for the sale unless replaced by a separate signed agreement. No waiver is valid unless it is in writing. If one part of these terms is unenforceable, the rest remains in effect.

The Buyer may not assign its rights or obligations without Interglass's written consent. Electronic signatures, electronic acceptance, scanned signatures, and electronic business records are valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods, also called CISG, does not apply