



Dear Valued Customer,

Your business is greatly appreciated and we sincerely thank you for all of your support. Our commitment is to provide you the absolute best quality products and service you deserve. The following Information qualifies all quotes where it is required. Glassfab Tempering Services, Inc. (GTS, Inc.) has no control over the end use of its products. The owner, architect, and glazing contractor are responsible for the selection of the proper system, sizes, and glazing materials so that they comply with all applicable building and safety glazing codes and acceptable industry practices. For any further information please refer to our experienced customer service team or your sales representative.

All orders will be entered only at the price in effect on the day of shipment. Please reference quote number when ordering to ensure the correct quoted price. All prices are subject to change without notice. All quoted prices are based upon information provided at time of quote. Quotations for project work are provided in writing on GTS Inc. letterhead for validation. Quotations are valid for Thirty (30) days unless otherwise specified and approved by our office management. Prices are based on original take off for sizes and product. Any changes that affect lead-time, boxing, cutting yields, number of releases or deliveries, may require price adjustment. All prices based on three square feet minimum, excluding laminated glass billed at five square feet minimum.

Quotations are based on the accuracy of the specifications provided. All Quotes that are sent without a specification (Glazing – 088000) are subject to GTS, Inc.'s standard warranties, procedures, production capabilities, and processes. When stringent quality standards and manufacturing process (half of ASTM standards or Enhanced Quality Control (EQC), etc.) is required, GTS Inc. can provide a specification review upon request. **Anisotropy is an inherent property in all glass products and is not a reason for rejection.**

All orders are subject to final acceptance upon receipt of all specifications at our office. Due to custom and fragile nature of products GTS Inc. is not liable for any damages, penalty, or liquidated damages caused as a result of any delay in delivery or failure to deliver due to any cause beyond reasonable control including, without limitation to: Acts of God, act of the customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, flood, delays in transportation, or inability to obtain necessary labor or manufacturing capabilities.

The terms and conditions of Glassfab Tempering Services, Inc. (GTS Inc.) are to document acknowledgement of customer's order and are set below to exclusively govern the sale. The customer's purchase order is subject to the terms and conditions stated in this document. These stated terms and conditions replace any terms and conditions which appear on the customer's purchase order.

All purchases shall be subject to approval by GTS Inc.'s credit department. Orders may be delivered C.O.D until credit is approved, and open account is established for customer convenience. Failure to meet proper payment deadlines will result in removal of open account status. It is our policy to review all accounts that have invoices not paid over sixty (60) days after the invoice date for continued credit. GTS Inc. will not ship completed orders to customers with accounts not paid over sixty (60) days and is subject to place customer's account on credit hold. Credit hold accounts require cash deposits paid in full or special payment arrangement must be agreed upon before beginning production or before delivery.

Customer shall be entitled to a one percent (1%) discount if payment is made within ten (10) days of invoice date. Unpaid balances for thirty (30) days following the date of invoice will be subject to a service charge of one and one half (1 ½%). All payments shall be made in legal tender of the United States of America.

All material sold – fractional dimensions will be calculated to the next higher even inch, including fabrication charges, unless otherwise specified. Applicable Federal, State, or Local excise, sales or use will be charged on all sales unless a resale permit is on file in our office. Buyer is responsible to pay any taxes, customs duties, fees, and tariffs. In the event seller is required to pay any such taxes, buyer shall immediately reimburse the seller.

All sales are final. Due to custom nature of our products, all cancellations of orders-in-progress are subject to a cancellation charge. The value will be determined based on the amount of work completed at the time of cancellation. Orders may be changed or cancelled without penalty if glass is not cut.

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## **QUALITY STANDARDS, WARRANTIES & DISCLAIMERS**

Thank you for your interest in Glassfab Tempering Services (GTS) Inc's glass products. GTS Inc. reviewed your quote request and would like to provide the following information.

### **Product Suitability**

GTS Inc. can only address the specification pages received. Any pages not listed are subject to GTS Inc's standard terms and conditions. GTS Inc. is a component supplier entrusting the designer, glazing contractor or general contractor to assure the glass products supplied comply with the applicable building codes. The buyer is solely responsible for determining whether a product purchased is suitable for buyer's needs or application. Additional specialty products may be available by quotation. GTS Inc. is not liable and makes no warranties regarding suitability of products for buyer's needs. The owner, architect, and glazing contractor are responsible for the selection of the proper system, sizes and glazing materials so that they comply with all applicable building and safety glazing codes.

GTS Inc. can supply a glass strength analysis upon receipt of glass product, dimensions and windload (kPa or psf). GTS Inc. is not responsible for additional costs associated with increased glass thickness or strength above those specified, shall it be determined that a thicker glass substrate or higher heat treatment is required to meet the building design requirements. GTS Inc. is not responsible for additional costs associated with different glass size, thickness, or heat strength above those specified shall it be determined a different size; thicker glass substrate or higher heat treatment is required to meet the building design requirements. GTS Inc. utilizes every effort to provide glass from a consistent supplier for each project; however, reserves the right to utilize multiple suppliers to assure our delivery commitments are fulfilled. In cases where a proprietary substrate is specified, the proprietary substrate will be provided from a single manufacturer. GTS Inc. cannot assure glass deflection. Deflection is based on the glass size, construction, and loads; factors in which we do not control. If the glass does not fulfill this requirement, glass sizes must be reduced, or the glass must be made thicker. Since glass is perfectly elastic up to its yield point, deflection will not affect Glass Strength.

### **ASTM Quality Standards**

GTS Inc. provides fabricated glass that, at minimum, will meet ASTM C1048 Standard Specification for heat treated flat glass. Tolerances for coated glass per ASTM C1376 is adhered to by GTS Inc. Any testing documentation required can be provided upon request by the float manufacturer. GTS Inc. is certified to fabricate all coated glass in accordance with Vitro Certified Fabricator Network & Guardian Select™ SunGaurd Fabricator Certifications. GTS Inc. warrants that its laminated glass will meet the quality and strength criteria specified under ASTM Standard I172. GTS Inc. warrants that its tempered glass will meet the safety criteria of CPSC 16 CFR #1201 categories 1 & 2 and ANSI Z97.1 1984, as in effect from time to time. GTS Inc. fabricates and heat soaks to BS EN 14179-1 and internal standards, and that should set the criteria for measurable acceptance. Anisotropy is inherent in all heat-treated flat glass. GTS Inc. provides fabricated glass that, at minimum, will meet ASTM C1048 Standard Specification for heat treated flat glass. GTS Inc. can fabricate to internal Enhanced Quality Control (EQC) for Bow and Warp; Rollerwave Distortion standards if required.

### **Warranty**

This warranty shall only apply to the original purchaser and excludes liability for any warranties addressed to the Owner or Architect and is not assignable to all future owners within this warranty period. GTS Inc. makes no other warranties or representation, expressed, or implied to the condition, description, purpose, or merchantability or to any other matter, and such limited warranty supersedes any oral or written warranty or representation by Glassfab employee, representative or in any of GTS Inc. brochures. The warranty is subject to terms and conditions as specified by our suppliers.

### **Oversized Glass Disclaimers**

All oversized heat-treated glass products are sold as is. All oversized glass products including: Tempered, Heat-Strengthened, Monolithic, Insulated, Laminated, Heat Soaked and Decorative Glass products and are considered void by all warranties. There will be no warranty against visual defects. Oversized glass products may contain an increased number of scratches, seeds, pits and may exhibit inherent rollerwave distortion; and are not a reason for rejection.

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### **Fabricated Glass Disclaimers**

Fabrication and hole locations must adhere to our GTS tempering process as well as the guideline specified on the ASTM C1048. Holes must be within GTS, Inc. Tempering Guidelines or relief cuts may be necessary. Any GTS Inc. heat treated/tempered glass may not be modified, drilled, sandblasted, ground, polished, or fabricated. Such modification can seriously weaken the glass, impair its safety characteristics, and shall void any warranty by GTS Inc. All GTS Inc. heat treated glass will have a logo per code. Purchaser must specify and assume responsibility to pass building compliance inspection for NO LOGO orders. All heat-treated and tempered products are subject to minimum seamed edge, unless otherwise specified by the purchaser for ground or polished edge finish.

### **Insulated Glass Disclaimers**

GTS Inc. warrants its dual seal insulated units for 10 years from the date of manufacture for use and service under normal conditions. This limited warranty shall be void if unit has not been stored and/or maintained in proper workmanlike manner and does not cover unit seal failure by acts of God, improper application, or improper installation. This warranty shall only apply to the units that are installed vertically by qualified professionals in accordance with FGMA glazing manual and IGMA guidelines for vertical glazing. This warranty shall be void if unit is installed in high moisture and/or high vibration environments. Installation of breather tubes must be requested by the customer for high altitudes and must be sealed in accordance with proper glazing guidelines. Our insulated site line is determined by the overall size of the unit and certainly will meet or exceed industry quality standards. Certain limitations apply to this warranty regarding size, overall thickness, and make-up of the unit. GTS Inc. fabricates insulated glass consisting of sheets of glass hermetically sealed at all edges with polyisobutylene primary and a black silicone secondary elastomeric sealant. GTS Inc. can provide insulated glass with bent corners; however, GTS Inc. cannot guarantee the location and/or number of splices based on the overall size of unit. GTS Inc. recommends its standard processes and adheres to cut corners and corner keys to eliminate all visible splices.

### **Laminated Glass Disclaimers**

GTS Inc. warrants its laminated glass for 5 years from the date of manufacture for use and service under normal conditions. Tempered laminated glass that includes edgework or fabrication may be offset slightly due to fabrication before laminating. Laminated glass with soft-coat low-e products will be laminated with the low-e coating captured against the vinyl - color shift may be present, not a reason for rejection. Laminated glass is not recommended for use as shower doors due to delamination that can occur over time. Heat treated laminated glass may exhibit excessive roller wave distortion, not a reason for rejection. Polishing post-lamination on tempered laminated glass is not recommended due to possible spontaneous breakage that can occur. Glassfab can fabricate post-polish tempered laminated glass at the customer's discretion. All soft-coat low-e products must be edge deleted when laminating.

### **Fritted Glass Disclaimers**

For all Digital Print orders, pricing may vary based on artwork and pattern received when ordering. Spandrel glass to be used in non-vision application. Glass may have inherent pinholes and is not a reason for rejection. Pricing may vary based on whether the color selected a Standard Glassfab color or a Custom color is. Please verify before ordering.

### **Mockups**

Mock-ups provided by GTS Inc. are in accordance with standard production glass. Mock-ups are provided for product selection and testing purposes and will, at minimum, comply with current industry standards. Mock-ups are not indicative of project requirements and do not constitute a guarantee, warranty or 'control sample' as they are not representative of the full range of standard tolerances.

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### **Freight and Delivery**

All prices herein quoted and all shipments are F.O.B. our manufacturing facility in Tracy, CA. All deliveries shall be made only to commercial business locations in operation. All deliveries within our normal trade zone are subject to our delivery schedule by keeping customer requirements in consideration. There will be a minimum delivery charge of \$25.00. Delivery or shipping dates, if any, set forth in the purchase order are approximate only, non-binding and merely represent seller's best estimate of the time required to make the delivery or shipment. Buyer is cautioned to make allowance for delays. Seller shall not be liable to buyer, nor to anyone else, for delays regardless of the cause of the delays. Freight and Surcharge to be determined at time of order.

All jobsite deliveries shall be made only to commercial locations with prior agreements. GTS Inc. shall assume NO LIABILITY for jobsite delivery. All orders requiring jobsite delivery will be charged \$500.00. Please examine merchandise for transit damage before signing the delivery documents. All orders required to be boxed will be charged \$450.00 unless otherwise noted and approved as a part of the quoted price. Box weight will be approximately two thousand (2,000) Lbs. Orders with varying sizes and shapes may require additional boxes at our discretion. All export and oversize boxing will be \$1,200.00.

**Energy Surcharge will be billed at current rates at time of order.**

### **Breakage and Inspection**

GTS Inc. shall not be liable for breakage of customer glass received for processing. All process charges will be applied even if the glass breaks during the manufacturing process. Seller is not responsible for lost, broken or damaged product or any cost incurred by seller. In consonance, GTS Inc. is a component provider which excludes any liability for any expenses related to glass breakage due to installation and/or any other incidental costs associated with installation.

Please check outward appearance of Crate, A-frame, Box or Container. If there are any damages or defects to the material, please note this information down on the shipping documents indicating that the shipment is being returned to GTS Inc. by our driver. We urge all customers to make all inspections at the time of delivery. All discrepancies should be reported within 48 hours to ensure all remakes or credits can be processed promptly. If any materials delivered to the buyer are defective or fail to conform to contract requirements are subject to further instructions from GTS Inc. for its disposition. No merchandise should be returned to seller without seller's consent. All claims are required to have necessary supporting evidence of faulty packaging by the manufacturer. Potential for thermal breakage exists with adverse shading conditions in all annealed lites, GTS Inc. recommends heat-treated outboard lite for insulated glass products.

### **Damage Claims**

All inspections must be made upon the receipt of all orders. Shipments made by commercial carrier require immediate inspection upon the receipt of merchandise. Customer shall note all outward damages to container on carrier's delivery documents to preserve remedies against the delivering carrier. All damages to the products incurred in transit must be filed and claimed with the carrier by the purchaser. GTS Inc. requests all customers to inspect shipments for damage before signing a delivery receipt. It is the responsibility of the consignee to take necessary steps to recover costs if damage does occur. GTS Inc. is not responsible for claims or any back charges for concealed damages. Seller cannot accept buyer shipment consigned and/or if buyer refuses to return shipment by the carrier. Buyer will be responsible for filing and recovering any and all freight damage claims.

All orders are accepted by GTS Inc. upon the express understanding by purchaser that any delays in delivery or inability to perform due to delays caused by transportation, labor, equipment, lockouts, fires, floods, supplier delays, action of any military/civil authorities or acts of God or other circumstances beyond the control of GTS Inc. Regardless of the cause, the delay was beyond GTS Inc.'s control, and GTS Inc. shall not be liable for any direct, indirect, incidental or consequential damages of any form or fashion. Unless otherwise agreed in writing, all outside purchases as requested by the customer are chargeable.

Thank you for your continuous and ongoing support, we look forward to serving you on your next project.

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