



**Henry's Glass Company, a division of
Glazcon Industries, Inc.**

79-919 Country Club Drive
Bermuda Dunes, CA 92203

Tel (760) 360-2800 Fax (760) 360-3808

Contractor's License #733837

Terms & Conditions

1. Preamble

- a. These terms and conditions constitute a binding contract between Customer and Seller and are referred to herein as "Terms and Conditions." Customer accepts these Terms and Conditions by making a purchase from or engaging Seller to perform or procure any Services. These Terms and Conditions are subject to change without prior notice.

2. Delay

- a. All orders are accepted by Glazcon upon the express understanding by Customer that, if a specific shipping date is designated on a quotation, or sales order, or confirmation, or other written or oral communication, Glazcon shall not be liable for delays in delivery of the Products or completion of Services, all such shipping dates to be considered non-binding estimated shipping dates. Without limiting the foregoing, in no event shall Glazcon be liable for any delays caused by inability to obtain transportation, equipment, labor or material; insurrection, fires, floods, storms, or embargos; actions of any civil or military authorities, whether legal or de facto; strikes, lockouts, or other labor difficulties; riots; acts of God, acts of terror, delay in delivery of specifications or additional specifications or changes in the specifications, or other circumstances beyond the control of Glazcon.

3. Additional Services, Credit and Payment

- a. Additional Services – If through Customers error change in specification, services must be repeated one or more times, Customer shall pay Glazcon on demand for such extra services.
- b. Credit – Glazcon may decline to make any shipment or delivery or perform any work, except upon receipt of payment in full by, or security satisfactory to Glazcon from, Customer as a condition of such shipment or delivery or commencement of work or upon such other terms and conditions deemed satisfactory to Glazcon in its sole discretion.
- c. Payment Terms – All estimates, prices and terms of sale and payment shall be as quoted by an authorized representative of Glazcon, in writing, or shall be shown on the applicable quotation, sales order, or invoice. No cash discounts shall be allowed on any transportation charges included in the price. All payments shall be made in legal tender of the United States of America.

4. Collection

- a. In the event that affirmative action (including, without limitation, consultation with lawyers or collective efforts prior to the filing of any lawsuit) is required on the part of Glazcon to collect any amount owing to Glazcon by Customer, Customer shall pay to Glazcon all costs of collection including, but not limited to, legal fees incurred by Glazcon and return check charges deemed appropriate by Glazcon, but in no event less than \$25 per returned check.

5. Cancellation Policy

- a. No cancellation shall be accepted by Glazcon Industries, Inc. once materials have been ordered or fabricated. If changes are required or orders are cancelled, Glazcon Industries Inc. will determine charges based on materials and costs incurred for work done prior to the change order or cancellation order. In no event may Customer cancel all or any portion of any regularly entered order unless such cancellation is effected in writing and upon terms that will protect Glazcon against any and all costs and losses that Glazcon may suffer due to such cancellation, and Customer hereby affirmatively assumes responsibility for, and agrees to pay for, all such costs and losses.

6. Waiver

- a. A waiver by Glazcon of any breach of Customer of these Terms & Conditions must be in writing to be binding upon Glazcon and shall not constitute a waiver by Glazcon of any other breach by Customer.

7. Amendments

- a. These Terms & Conditions may not be modified, including pursuant to any order made by Customer or in any other document, unless such modification is made in writing and is executed on behalf of Glazcon, by its President.

8. Warranty

- a. Glazcon warrants that glass products and mechanical parts supplied will be free from defects in materials and workmanship under normal use and service for a minimum period of one year. Defective materials will be replaced by Glazcon at no charge for a period of 90 days after initial installation, after which additional labor-only costs will apply. This Limited Warranty is void if product failure has resulted from accident, abuse, vandalism, improper handling, application of harmful cleaning solutions, or stresses caused by building defects or settlement of movement of the structure in which it was installed. Glazcon offers no warranty against spontaneous glass breakage. For quality assurance purposes, all products should be inspected by the Customer prior to, or at the time of installation.

9. Applicable Law

- a. THIS QUOTE, SALES ORDER, OR CONFIRMATION AND THESE TERMS AND CONDITIONS AND ALL ORDERS PLACED BY CUSTOMER WITH GLAZCON HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS QUOTE, SALES ORDER, OR CONFIRMATION AND THESE TERMS AND CONDITIONS SHALL BE INSTITUTED IN THE COUNTY OF RIVERSIDE, CA, AND ANY OBJECTION WHICH MAY NOW OR HEREAFTER EXIST TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION, OR PROCEEDING IS WAIVED. All sales are expressly limited to, and made condition upon, the acceptance by Customer of these Terms & Conditions and the Limited Warranty, if any. The terms and conditions of purchase and/or sale and/or limited or express warranties contained on any purchase order, request for quotation, or other document utilized by Customer, whether or not received by Glazcon from Customer, are expressly superseded hereby and shall not be construed as part of the agreement between Glazcon and Customer for the purchase of the Products.