



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

These terms and conditions constitute a binding contract between the Customer and Glazcon Industries, Inc. (the "Company"), and are referred to herein as "Terms and Conditions." The Customer accepts these terms and conditions by making a purchase from or engaging the Company to perform or procure any services. These terms and conditions are subject to change without prior notice.

1. Payment Terms

- a. All estimates, prices, terms of sale, and payment shall be as quoted by an authorized representative of the Company and agreed upon by the Customer, in writing. 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.
- b. A deposit may be required at the time of sale. Progress payments may be required to order or fabricate materials. Any remaining balance must be paid in the form of cash, check, or credit card in US funds upon completion of services or goods provided.
- c. Any Customer who fails to pay their open balance within 30 calendar days of their invoice date may be subject to collection and finance charges as stated in section 3.

2. Additional Conditions

- a. **Customer Error** – If through a Customer's error in specification or if any services must be repeated due to a Customer error, the Customer shall be liable for additional services rendered or goods ordered.
- b. **Delay of Service** – All orders are accepted by the Company upon the express understanding by the Customer that, if a specific shipping date is designated on a quotation, sales order, confirmation, or other written/oral communication, the Company 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 forgoing, in no event shall the Company 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 nature, acts of terror, delay in delivery of specifications or additional specifications or changes in the specifications, or other circumstances beyond the control of the Company.
- c. **Over-sized Products** – Glass products supplied will comply with ASTM Standard Specifications for flat glass (ASTM C-1036), and Heat-Treated flat glass (ASTM C-1048). Over-sized products will be provided upon request with the understanding that certain unavoidable conditions may exist, which will include minor blemishes, distortion, waves, warping, and bowing, and will be accepted by the Customer without remedy. Over-sized products include glass lites over 50 square feet or 120" in any direction.

3. Past Due Policy

- a. **Finance Charges** – Finance Charges may be added to any past due account at a rate of 18.0% per year or 1.5% per month. Finance charges and any remaining balance must be paid before additional work can be provided. If the Customer does not abide by the payment terms noted on the quote/proposal, the Company has the right to change the payment terms without notice for future orders or terminate the Customer's account for breach of contract.
- b. **Returned Check** – If a check is returned by the bank due to Non-Sufficient Funds in the Customer's bank account, our bank fee for the returned check will be charged to the Customer. Payment must be rendered



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in full the day after confirmation of returned check by the Company or the Customer may accrue finance charges.

- c. **Collection** – 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 the Company to collect any amount owed to the Company by the Customer, Customer shall pay to the Company all costs of collection including, but not limited to, legal fees incurred by the Company.
4. **Cancellation Policy** – No cancellation shall be accepted by the Company once materials have been ordered or fabricated. If changes are required or orders are cancelled, Company 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 the Company against any and all costs and losses that the Company may suffer due to such cancellation, and Customer hereby affirmatively assumes responsibility for, and agrees to pay for, all such costs and losses.
5. **Customer Goods** – Customer goods will be held no longer than 30 business days. Any goods that have not been collected will be discarded.
6. **Amendments** – These terms and 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 the Company, by its President.
7. **Waiver** – A waiver by the Company, of any breach by a Customer, of these terms and conditions must be in writing to be binding upon the Company and shall not constitute a waiver by the Company of any other breach by Customer.
8. **Warranty** – The Company certifies 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 the Company 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. The Company 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** – This quote, sales order, or confirmation and these terms and conditions and all orders placed by a Customer with the Company hereunder, shall be governed by and construed in accordance with, the law as 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 the Company from Customer, are expressly superseded hereby and shall not be construed as part of the agreement between the Company and Customer for the purchase of the Products.