

paragon

architectural products, llc

TERMS & CONDITIONS of SALE

COMMENCEMENT OF PRODUCTION. Production commences upon fulfillment of all requirements per specific job, as listed in Order Acknowledgement (ie: signature authorization, required deposit, final sizes, approval of samples, artwork, templates, etc.) All deposits are irrevocable and non-refundable. All lead times are estimates. Lead times commence upon satisfaction of all Order Acknowledgement requirements and signature acceptance of Terms and Conditions of Sale. Additions, changes and variations during the production period will affect lead times.

PRICING. Quoted prices remain valid for the time stated on each individual quotation. Quoted prices are non-binding & do not constitute acceptance of order. Square footage pricing is based on even inch or next even inch sizes from take-offs. Pricing for non-square & non-rectangular materials is based on block-size squares or rectangles of which the shape is created from and is subject to set-up fees.

CREDIT. Seller reserves the right to determine creditworthiness of each order individually. Seller reserves the right to modify credit terms at any time for any reason & reserves the right to require payment in advance or to alter terms of payment schedule. First time Buyers are required to prepay the first order unless otherwise indicated in Seller's Order Acknowledgement. Orders under \$2,500.00 require payment in full upon order, unless otherwise indicated in Seller's Order Acknowledgement.

TECHNICAL. Seller requires field measurements to be submitted by Buyer. Standard cutting tolerances of +/- 1/8" for glass up to 1/2", +/- 1/4" for glass above 1/2". Standard slip tolerances for laminated glass are +/- 1/8". Standard graphic placement tolerances for laminated glass is +/- 1/4". Standard tolerances for panel-to-panel matches is +/- 1/4". Cast Glass and Veneer laminated glass products are artisan products created from natural materials. Customers purchasing these products are reminded the Seller has limited control over the cooling process of cast glass & streaks and irregularities in veneer materials are inherent and should be considered part of the products uniqueness.

WARRANTY. Standard manufactures warranties apply only for materials which have been paid in full. Replacement materials will only be provided after materials have been paid for in full. Replacement or repair of products will be the sole remedy of the Buyer. All other remedies be they at law, equity or otherwise shall be disclaimed. No warranty of fitness for particular purpose is provided. It is solely the buyer's responsibility to determine the suitability of products and their compliance to applicable laws, Federal, State & local building codes and safety standards. Buyer assumes all risks pertaining therein.

CLAIMS OF BUYER. Upon delivery the Buyer is to promptly inspect all materials prior to releasing delivery company/trucker. Any claim for damaged or defective products must be made in writing, including delivery receipt, and be forwarded to Seller, within 24 hours of delivery. Failure to comply with such notice constitutes Buyer's waiver of all such claims. No products shall be returned to the Seller without Seller's written consent. All return costs shall be paid by the Buyer. Certain non-custom or miss-ordered materials are subject to 15% re-stocking fee.

LIMITATION OF LIABILITY. Seller shall not be liable under any circumstances for any loss, damage or expense direct or indirectly arising from the use of the products sold or from any other cause. Seller shall not be liable for any circumstances related to consequential, incidental or liquidated damages. The extent of Seller's liability is limited to replacement of defective products.

DELAY IN PERFORMANCE. Seller maintains zero liability for failure to deliver for situations caused by acts of G_D, strikes, or any cause beyond its control. Seller will not be liable for incidental & or consequential damages due to delays be it in production or by act of G_D. Back charges, retention and or liquidated damages will not be accepted by the Seller.

CONFLICTING TERMS. Conflicting terms between the Buyer's Purchase Order and Seller's Order Acknowledgement and Terms & Conditions of Sale are interpreted as Seller's Order Acknowledgement and Terms and Conditions superceding all terms contained there within.

COLLECTIONS/LEGAL. In the event payment in full is not received prior to or upon its due date, Seller reserves the right to designate late fees not to exceed lawful limits. The purchase and sale of products are governed by the laws of the State of Arizona. Any controversy or related claim shall be settled under the laws of Maricopa County, Arizona, USA.

Acceptance of any order by Paragon Architectural Products, LLC, is expressly made conditional of Buyer's acceptance of all Terms & Conditions of Sale set herein & on Seller's Order Acknowledgement; as indicated by Buyer's signature on this document.

signature

date

PROJECT:

CUSTOMER: