



ClearView[®]
GLASS RAILINGS

WARRANTY & CONDITIONS OF SALE

1. GENERAL Unless otherwise expressly agreed in writing by a duly authorized representative of ClearView Glass Railings these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean ClearView Glass Railings and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by ClearView Glass Railings. Orders shall be subject to acceptance at ClearView Glass Railings principal corporate office in Lakeland, Minnesota.

2. QUOTES Quotes on custom fabricated products are valid for 20 days. Quote requests should be submitted in writing. ClearView Glass Railings will not be held responsible for any verbal quote requests.

3. CANCELLATION POLICY To expedite our service, all custom orders are processed and sent to the production floor immediately. Once the order has been sent into production, it cannot be changed. Please verify the order for accuracy before it is placed. If the order has been started, customer will be responsible for the cost of any fabrication that has already been done.

4. SPECIAL ORDER RETURN POLICY Custom fabricated, cut-to-size, special order items cannot be returned.

5. WARRANTY REPLACEMENT If any product produced at ClearView Glass Railings fails to meet our warranty, ClearView Glass Railings will supply a replacement of the defective product. ClearView Glass Railings will bear no expense other than replacement of the original product. ClearView Glass Railings provides no warranty that products installed by the customer or other parties are fit for a particular purpose or use. Building, fire, and safety codes can vary widely. ClearView Glass Railings assumes no responsibility for products installed by the customer or other parties if they do not meet local building, fire, or safety codes.

6. SHIPPING, PRODUCT RESPONSIBILITY, AND DAMAGE POLICY Delivery: ClearView Glass Railings inspects every order prior to delivery. ClearView Glass Railings assumes no responsibility for products shipped/transported to any subsequent jobsites or additional addresses than original delivery address.

Customer is responsible for confirming that orders are complete, accurate, and free of any breakage or other damage at time of receipt. Customer signature verifies the order is complete, accurate, and free of damage or customer is required to note any damage on delivery receipt.

The order must be fully inspected and any damage photographed and reported to ClearView Glass Railings within 24 hours/ 1 calendar day of receipt of order.

Delays in reporting can result in NO credit being issued. Scratched, chipped, cracked, or broken products that have been installed, cut, or modified are not eligible for credit.

Will Call: Orders picked up at Will Call should be inspected and confirmed that they are complete, accurate, and free of any breakage or other damage at time of loading. Customer signature verifies the order is complete, accurate and free of damage. ClearView Glass Railings will assume no responsibility for missing products, breakage or other damage to orders picked up at Will Call once they have left the premises.

7. FORCE MAJEURE ClearView Glass Railings shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser. Compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

8. NEW PRODUCT WARRANTY ClearView Glass Railings warrants to the Purchaser that all of our products will be warranted for a period of 13 months from date of shipment to purchaser. Should any product fail to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified warranty period under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, ClearView Glass Railings shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at ClearView Glass Railings' expense. Replaced Products become the property of ClearView Glass Railings. ClearView Glass Railings warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship. INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED. Correction of nonconformity's as provided above shall be Purchaser's exclusive

remedy and shall constitute fulfillment of all liabilities of ClearView Glass Railings (including any liability for direct, indirect, special, incidental, or consequential damage) whether in warranty. Strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

9. LIMITATION OF LIABILITY IN NO EVENT SHALL ClearView Glass Railings BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether an account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products ClearView Glass Railings' liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contractor the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product-covered by or furnished under this contract shall in no case exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim. All causes of action against ClearView Glass Railings arising out of or relating to this contract of the performance hereof shall expire unless brought within one year of time of accrual thereof.

10. PRICES This price does not include any Federal, state, or local property, license, privilege, sales, service. use, excise, value added. gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale. replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse ClearView Glass Railings, its subcontractors, or suppliers any such taxes which.

11. INFORMATION FURNISHED PURCHASER Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of ClearView Glass Railings and may not, without its consent, be copied or communicated to a third party.

12. PATENT INDEMNITY To the extent that any Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that ClearView Glass Railings is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design instructions, modification. combination, performance or production, a suit or proceeding is brought against ClearView Glass Railings, Purchaser agrees to indemnify ClearView Glass Railings.

13. ASSIGNMENT Any assignment of this contract, or any rights hereunder. Without prior written consent of ClearView Glass Railings by a duly authorized representative thereof shall be void.

14. TERMINATION Any order or contract may be canceled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made ClearView Glass Railings.

13. PARTIAL INVALIDITY If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

15. REMEDIES The remedies expressly provided for in these conditions shall be in addition to any other remedies which ClearView Glass Railings may have under the Uniform Commercial Code or other applicable law.

16. ENTIRE AGREEMENT The conditions and terms set forth in this Agreement represent the entire agreement and understanding by and between Seller and Purchaser and shall be construed and governed by the laws of the State of Minnesota.

17. BINDING EFFECT This Agreement shall be binding upon the parties, their agents, successors, and assigns.

18. ARBITRATION If any dispute would arise between the parties which the parties can not settle, either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Both parties agree to be bound by the arbitrator's decision. Arbitration shall be conducted in Minneapolis, Minnesota or St. Paul, Minnesota.

19. FORUM Any and all disputes, concerns and contracts shall be construed and interpreted in accordance with the laws of the State of Minnesota.