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Insulpane of Connecticut Inc. Terms and Conditions of Quotations and Sales

- 1) Quotations are based on one release of sizes. Multiple shipments at your request may result in additional delivery charges as listed below (#14 and #15). These charges are cumulative and other costs may be added.
- 2) Quoted prices may not include surcharges, fees, and/or taxes which are payable to Insulpane as set forth in its Terms and Conditions of Quotations and Sales or which are required by law.
- 3) Charges for all products are based on a 5 (five) square foot minimum and a \$75 minimum order charge unless otherwise noted. Square footage is calculated and invoiced by rounding up to the next even inch.
- 4) Quotations are valid for 90 (ninety) days from the date of quote. If additional time is required, a letter of intent must be received in writing and accepted by Insulpane for an additional 90 (ninety) days of price protection. Prices are based on sizes, quantities, and materials as listed on the quotation. Any deviations are subject to a re-quote.
- 5) All insulated units are manufactured with a primary seal of polyisobutylene and a silicone or hot melt secondary seal at our discretion. Any order requiring silicone must be stated upon the customer's order. All requests for quotations and/or orders for two, three, or four (or more) sided structural glazing must be identified as such and are accepted only with a review of shop drawings. The customer is responsible for compliance with plans, specifications, building codes, and other contract documents.
- 6) Insulpane may at its sole discretion grant credit terms to buyer(s) which are subject to an ongoing assessment of buyer(s) credit worthiness and/or financial standing. Insulpane may at any time and for any reason revoke, withdraw, and/or modify credit terms with its buyer(s). In the event of non payment, the buyer(s) shall be responsible for Insulpane's costs of collection including but not limited to reasonable attorney's fees.
- 7) The contract price requires full payment to be made within 30 (thirty) days of the invoice date with no retainage allowed.
- 8) Buyer's orders, once accepted, may not be modified or cancelled without Insulpane's consent upon which a reasonable change or cancellation fee will apply.
- 9) Insulpane reserves the right to charge buyer(s) for any surcharges, fees, assessments, and/or costs charged to Insulpane by its vendors.
- 10) Unless otherwise agreed upon in writing between both the buyer(s) and Insulpane, all products, including those which are required to meet an exact specification, shall be subject to standard industry tolerances, variations, and inspections.
- 11) All glass furnished by Insulpane conforms to standard A.S.T.M. specifications: C1048-97b, C1036-01, C1172-01, C1376-03 and/or E774-97.
- 12) Insulpane warrants its products to the immediate purchaser only and is based on the date of manufacture. Glass breakage and/or any damages resulting from any type of breakage including but not limited to spontaneous breakage is excluded from any type of warranty. Any and all verbal representations intended to modify any of Insulpane's existing warranties are invalid. Copies of Insulpane's written warranty are available by request.
- 13) Spandrel glass is intended to be installed against a solid dark background. It is not intended to be viewed from both sides. White and other light colors are subject to read through. Colors will vary from batch to batch and may vary from piece to piece due to variations in the base glass. Full size mock-ups should be viewed by the Architect and Building Owner for approval prior to ordering final materials.
- 14) All Shipments are based on loose lite delivery on Insulpane rack trucks to your shop unless otherwise noted. Boxing, if included, is based on standard 2,000 pound cases. Additional boxes or boxes less than 2000 pounds will be invoiced at a minimum of \$90.00/box. Solid cover boxes are available at \$125.00/box. Boom truck deliveries are available for deliveries of 5,000 pounds or more at no-charge. For deliveries less than 5,000 pounds, a boom charge of \$150.00 will be added to the invoice. Jobsite deliveries are available on shipments of 5,000 pounds or more at no-charge. For jobsite deliveries of 5,000 pounds or less, a charge of \$100.00 will be added to the invoice.
- 15) Orders which are unable to be accepted within 30 (thirty) days of the original ship date are subject to an additional charge of \$150.00 per crate per month and are payable per Insulpane's standard payment terms and conditions. Insulpane will not be held responsible for any damage resulting from any materials which are stored at your request for a period of more than 30 (thirty) days.
- 16) Buyer(s) are required to inspect goods upon receipt and to immediately notify Insulpane of any and all product issues related to non-conformance. Insulpane will not be held responsible for damages to products which may have occurred after receipt by the customer.
- 17) Products supplied by Insulpane may not be returned to Insulpane without Insulpane's written consent.
- 18) Insulpane will not be held responsible for any back charges or other types of penalties/fees for any reason including, but not limited to: late or incomplete deliveries, damages of any kind, incorrect product ordered or supplied, non-availability of product, any other type of delays or delivery issues not previously mentioned regardless of the cause, or any other issue resulting in lost time and/or lost materials.
- 19) Insulpane has no responsibility to any buyer or third party for faulty, incomplete, incorrect, or misuse of any of its products as they relate to system design(s) and/or application types.
- 20) Buyer(s) shall indemnify and hold Insulpane, its employees, agents, assigns, and heirs harmless from and against any damages, loss, costs, or expense(s) resulting from any charge or claim including but not limited to property damage or personal injury arising out of any buyer's performance under this order and/or buyer's negligence and/or willful misconduct.
- 21) In accordance with the current CPSC requirements for heat treated glass products, please refer to the Safety Glazing Certification Council website (www.sgcc.org) and search under "Insulpane of Connecticut Ind." for the latest record of compliance testing.
- 22) This agreement and all other agreements between buyer(s) and Insulpane shall be governed and construed according to the laws of the State of Connecticut.
- 23) Insulpane's terms and conditions apply to any and all quotations and/or orders.

CONSOLIDATED GLASS HOLDINGS FAMILY OF COMPANIES

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