

TERMS AND CONDITIONS OF SALE (“Terms and Conditions”)

Unless otherwise defined herein, the use of capitalized terms in these Terms and Conditions shall have the meaning attributed to them in the attached Purchase Order (the “**Purchase Order**”).

1. **Entire Agreement.** The Purchase Order, any schedules thereto (including the limited warranty with respect to the Products, as defined below), and these Terms and Conditions (together with the Purchase Order, this “**Agreement**”) constitute the entire agreement between Garibaldi Glass Industries Inc. (“**Garibaldi**”) and the customer named in the attached Purchase Order (“**Customer**”), and supersede all prior communications and negotiations. All section references in these Terms and Conditions are to the sections hereof, and all references to the Purchase Order are to the Purchase Order of which these Terms and Conditions form a part, and/or to any such schedules as the case may be.
2. **Invoice.** Unless stipulated otherwise in the Purchase Order, Garibaldi shall render to Customer an invoice promptly after the product or products specified in the attached Purchase Order (the “**Products**”) are delivered to the Customer as specified herein. The invoice shall specify the net amount owing, the amount of any applicable taxes, and the gross amount owing.
3. **Payment Terms.** If the Customer has established a satisfactory credit account, the payment terms shall be net thirty (30) days from the date of invoice. If payment is not received in full thirty (30) days from the date of invoice, then the total amount outstanding shall immediately bear interest at the rate of twenty four percent (24%) per annum until paid. Customer shall be responsible for Garibaldi’s costs of collection of any unpaid amounts, including legal fees in the event of non-payment.
4. **Credit Terms.** All Purchase Orders are received on a cash basis unless Customer has established a satisfactory credit account in accordance with Section 3. Garibaldi may, in its sole discretion, agree to grant credit terms to Customer after a credit application is completed and processed. Garibaldi shall not be liable to Customer for any refusal to grant credit. Once an account has been established, Garibaldi’s credit terms shall be thirty (30) days from the date of invoice, unless otherwise stipulated in the Purchase Order. Any credit terms are subject to Garibaldi’s continuing approval of Customer’s credit. If, in Garibaldi’s sole discretion, Customer’s credit or financial standing becomes unsatisfactory, Garibaldi may withdraw or modify the credit terms. Garibaldi may, at its sole discretion, offer early payment discounts.
5. **Taxes.** Unless otherwise specified, all applicable taxes including Provincial Sales Taxes (“PST”) and Government Sales Taxes (“GST”) shall be applicable to the price stated in the Purchase Order unless expressly stated otherwise.
6. **Price Quotes.** Any and all price quotes outlined in the Agreement shall be subject to change without notice. Prices quoted to a U.S. customer are quoted in U.S. currency; and prices quoted to a Canadian customer are quoted in Canadian currency. Unless stipulated otherwise in the Agreement, all price quotes in these Terms and Conditions shall be valid for thirty (30) days. When calculating a price quote, all dimensions are rounded to the next even inch. For any quoted work, a price quote number must be referenced on the Purchase Order, or a signed copy of the price quote must be provided in advance to Garibaldi to ensure correct pricing. Change orders, add-ons or replacement orders shall be re-quoted through Garibaldi’s sales department). Prices are only final upon execution and acceptance of a Purchase Order and finalization of all dimensions and quantities.
7. **Charges.** The minimum invoice charge shall be \$50.00.
 - (a) Minimum charge for cut size glass: 1 sqft per lite.
 - (b) Minimum charge for Insulated Glass Unit: 4 sqft per unit.
 - (c) Minimum charge for Laminated Glass: 4 sqft.

A surcharge of 25% shall be applied to all tempered lites over 144”, and a surcharge of 50% shall be applied to all tempered lites over 168”. A surcharge of 25% shall be applied to all IGU between 50-65 sqft and a surcharge of 50% shall be applied to all IGU over 65 sq ft. All applicable taxes and energy surcharge shall be applied at the time the Purchase Order is invoiced. All dimensions (drawings / templates) must be shown in the order of width by height. A-Frames / L Racks remain the property of Garibaldi and must be returned to Garibaldi within 7 days and otherwise shall be subject to a daily rental fee.

8. Verbal orders are the responsibility of the Customer. All verbal orders are processed on a best effort basis and Garibaldi shall not accept discrepancies or deficiencies related to verbal orders.

- 9. Customer's Own Glass.** Garibaldi assumes no responsibility or liability for Customer's own glass ("COG"). Garibaldi shall, at its own discretion, manufacture COG, including, but not limited to fabrication, tempering and lamination.
- 10. Templated Glass Guidelines.** Garibaldi's policy is to cut exactly to the templates provided that are specifically referred in the Purchase Order. Whenever possible, Garibaldi shall use rigid cardboard or heavy brown paper for template glass. Every effort shall be made by Garibaldi to ensure all lines are straight and true to a tolerance of +/- 1/16".

It is the responsibility of the Customer to comply with the following guidelines:

- (a) do not place dimensions on templates as this may cause confusion;
- (b) any alterations or adjustments made to Customer provided templates shall result in an additional charge;
- (c) indicate the viewing surface on all templates. (typical is outside looking in) as this is essential when ordering glass which is surface specific or contains any kind of coating (Frit, Opaci, Low E and Reflectives);
- (d) mark the location of any holes and notches with a thin, dark line; and
- (e) clearly mark each template with the order information. (ie. Company name, type of glass, glass thickness, location of temper logo and purchase order number).

Garibaldi accepts no responsibility for templated glass which does not comply with the above requirements.

Following the above guidelines will help eliminate confusion, production delays, and back orders. Please contact Garibaldi's Canadian department for further clarifications or questions: Phone: (604) 420-4527 or (800) 665-3787; Fax: (604) 421-7678; or Email: fax@garibaldiglass.com.

- 11. Delivery Guidelines.** The Products covered by the Purchase Order shall be delivered to the location identified in the Purchase Order, and on approximately the date or within the period (such estimated date, being the delivery date), specified in the Purchase Order. All efforts shall be taken to maintain the below delivery schedule in section 11.1; however, this schedule is subject to change without notice.

- 11.1. The standard delivery schedule is from 7:00 AM to 3:30 PM (PDT). Typical delivery days by region are as follows:

Lower Mainland	Monday through Friday
Vancouver Island	Tuesday and Thursday
Okanagan / Shuswap	Monday, Tuesday, Wednesday, Thursday
Squamish / Whistler	Monday, Thursday
Metro Seattle, NW Washington State	Wednesday, Friday

For regions not noted in the above, Garibaldi shall arrange shipment via common carrier, sea, rail, or air. Garibaldi shall choose the most cost effective and timely option for shipping on your behalf. All orders shipped by the aforementioned methods are safely crated and insured. Garibaldi does not accept any responsibility for Products damaged during such shipment.

- 11.2. Where Garibaldi arranges to ship Products for the Customer, delivery is based on dry van delivered to warehouse dock. Site deliveries may be arranged if conditions permit and must be coordinated at time of Purchase Order. Any non-standard delivery or arrangements shall be the responsibility of the Customer, and shall be quoted separately upon request. Jobsite deliveries are to be made only with prior arrangements and only to commercial locations. A-Frames and Racks are available for site deliveries upon request. All A-Frames and Racks remain the property of Garibaldi and must be returned within 7 days or be subject to a daily rental fee. No liability for jobsite deliveries shall be assumed by Garibaldi, including, but not limited to, damages to premises or equipment.
- 11.3. Prices and set up charges are based on one order, one shipment. Multiple releases shall be subject to additional set up and/or freight charges unless otherwise stated in the Purchase Order. Garibaldi may arrange for freight and export fees at the Customer's request. Any freight charges shall be quoted separately. All orders are quoted F.O.B. Garibaldi, Burnaby, unless stated otherwise in writing (Incoterms 2010 are hereby incorporated into this Agreement). Customers shall take any risk for all Products at the Garibaldi plant. Title to Products shall pass to Customer upon Garibaldi's receipt of full payment.

- 12. Care For The Products.** Customer shall ensure the Products, whether crated or uncrated, is stored indoors in a clean, dry area and protected from the elements. Customer shall refrain from excessive moving of Products

which may also cause damage from friction or vibration. Garibaldi's limited warranty is void for any glass that is damaged due to improper storage or handling.

- 13. Quality Claims And Returns.** The Products, including those produced to meet an exact specifications, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices and practical testing and inspection methods unless otherwise agreed to in writing by Garibaldi. The standard quality requirements are explained in the "Garibaldi Glass Quality Guidelines" document, available upon request. All deficiency claims must be made within three (3) days of receipt of the Products. Any claims made after three (3) days may be accepted at Garibaldi discretion. Garibaldi is not responsible for Products left at its plant for more than five (5) days from the date of completion. After five (5) days, the Products shall be invoiced and considered COG. Customer has no right to set off against Garibaldi, and shall not back charge Garibaldi.
- 14. Warranties.** Garibaldi provides a limited warranty. The terms of the limited warranty are set out in our separate limited warranty certificate that is available upon request. Except to the extent prohibited by applicable law, the limited warranty is made in lieu of all other warranties, rights or conditions, express or implied, statutory or otherwise, including, but not limited to, any implied warranty or condition or merchantability, satisfactory quality, fitness for a particular purpose and those arising from a course of dealing, custom or usage of trade. The Customer is solely responsible for determining if Products is suitable for its particular purpose and application methods.
- 15. Capabilities** - Garibaldi's manufacturing capabilities are detailed in the "Garibaldi Glass Capabilities" document, available upon request.
- 16. Force Majeure.** Garibaldi shall not be liable for any loss, detention, default, damage or delay (each, a "Setback") in fulfilling its obligations under this Agreement where such Setback is caused by or results from conditions or causes beyond its reasonable control including, but not limited to, shortage of water, power, or facilities, breakdowns in or the loss of production, lockouts, labour controversies, governmental control or regulations, war, riots, terrorism, civil insurrection, epidemic, embargoes, wrecks, delays in transportation, extreme weather conditions, fire, flood, explosions, and acts of God.
- 17. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the law of British Columbia and the laws of Canada applicable in British Columbia and shall be treated, in all respects, as a contract made and to be performed in British Columbia. As such, any action to enforce or interpret the terms of this Agreement shall be brought in the province of British Columbia. In no event shall Garibaldi have any liability for incidental, consequential, punitive or any other damages whatsoever, including injury to persons or damages to any property, whether caused by installation or otherwise.
- 18. Waiver of Consequential Losses.** In respect to any losses suffered by the Customer, the Customers waives any right to any claims for Consequential Damages against Garibaldi relating to this Agreement. For the purposes of this Agreement, "Consequential Damages" means any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this Agreement, whether arising in negligence, tort, statute, equity or common law, or any other cause of action or legal theory even if Garibaldi has been advised of the possibility of those damages, including without limitation: lost profits, anticipated or lost revenue, loss of product, loss of use of income, financing, business and reputation, loss of management or employee productivity or any other commercial or economic loss, or any third party claim.
- 19. Cap on Liability.** Notwithstanding anything to the contrary in this Agreement, Garibaldi's liability for claims which the Customer has or may have against Garibaldi or the Garibaldi's directors, officers, employees, agents or representatives, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, the amount of the Customer has paid to Garibaldi under this Agreement.