

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 order (the “**Order**”).

1. **Entire Agreement.** The Order, any schedules thereto (including the limited warranty with respect to the Products, as defined below), and these Terms and Conditions (together with the Order, the “**Agreement**”) constitute the entire agreement between Garibaldi Glass Industries Inc. (“**Garibaldi**”) and the customer named in the attached Order (“**Customer**”) and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to the subject matter of this Order. All section references in these Terms and Conditions are to the sections hereof, and all references to the Order are to the Order of which these Terms and Conditions a part, and/or to any such schedules as the case may be.
2. **Invoice.** Unless expressly stipulated otherwise in the Order, Garibaldi shall render an invoice promptly after the product or products specified in the attached Order (the “**Products**”) are delivered to Customer as specified herein. Unless otherwise required by Customer, invoices shall: (i) specify Customer’s order number; (ii) clearly identify the product or products included; (iii) show taxes, unit prices, discounts and transportation charges on separate line items, and (iv) specify the net and gross amounts owing.
3. **Payment Terms.** If Customer has established a satisfactory credit account, Garibaldi may, in its sole discretion, agree to payment terms of net thirty (30) days from the date of invoice. If payment is not received in full within thirty (30) days from the date of the invoice, then the total amount outstanding shall immediately bear interest at a rate of two percent (2%) per month or twenty four percent (24%) per annum until paid. Customer shall be responsible for Garibaldi’s costs of collection of any unpaid amounts, including reasonable legal fees in the event of non-payment. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Garibaldi, whether relating to Garibaldi’s breach, bankruptcy or otherwise.
4. **Credit Terms.** All 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 net thirty (30) days from the date of invoice. 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 Tax (“**PST**”) and Goods and Services Tax (“**GST**”) shall be applicable to the price stated.
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 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 an Order and finalization of all dimensions and quantities.
7. **Charges.** The minimum invoice charge shall be \$50.00.
 - 7.1.1. Minimum charge for cut size glass: 1 sq. ft. per lite.
 - 7.1.2. Minimum charge for Insulated Glass Unit: 6 sq. ft. per unit.
 - 7.1.3. Minimum charge for Laminated Glass: 6 sq. ft.

The following oversize surcharges will be applied on applicable items:

Oversize Surcharge Summary			
	OS Category 1	OS Category 2	OS Category 3
SqFts	SqFt ≥ 50 SqFt < 70	SqFt ≥ 70 SqFt < 90	SqFt ≥ 90 SqFt < 110
Lengths	or one side ≥ 144"	or one side ≥ 168"	or one side ≥ 190"
Monolithic	20%	30%	50%
Laminated	20%	30%	50%
Insulated	20%	30%	50%

- For lites where more than one Oversize Surcharges are applicable, apply only the greater of the two.
- Oversize Surcharges apply to all glass attributes including fabrication and "value add" (i.e., insets, offsets, shapes, fabrication) attributes.
- Quote required for Monolithic and IGU greater than 98" in both directions.

All applicable taxes and energy surcharge shall be applied at the time the Order is invoiced. All dimensions (drawings / templates) must be shown in the order of width by height.

- 8. Charge for A-Frames / L-Racks.** A-Frames / L-Racks (units/equipment) remain the property of Garibaldi Glass Industries Inc. Garibaldi has a limited supply of A-Frames and L-Racks to service our customers and we expect that they are treated with care, used for shipping, and storing of Garibaldi Glass products only.

All units/equipment are to be returned to Garibaldi, empty and without modification within:

- Fourteen (14) days of the original delivery for Metal A-Frames & Metal Racks
- Ninety (90) days for Wooden A-Frames

Unless otherwise pre-approved, in writing, by a Garibaldi sales or project manager.

If any of this equipment is not returned by the customer within the time allowed, or if it has been structurally modified, the Customer will be billed the full replacement cost, plus the cost of Engineering Certifications.

- \$4,000 per Metal A-Frame or Metal L/Rack
- \$800.00 Per Wooden A-Frame.

Any units returned with scrap glass will be charged a handling and disposal charge.

Should Garibaldi be requested to pick up units from a location other than the agreed-upon pick-up location, Garibaldi will have the right to charge the Customer for any additional costs incurred for that pickup.

The customer will be responsible for Garibaldi's cost of collection of any unpaid amounts including reasonable legal fees in the event of non-payment.

- 9. Verbal Orders.** Verbal orders are the responsibility of Customer. All verbal orders are processed on a best effort basis and Garibaldi shall not be held responsible for discrepancies or deficiencies related to verbal orders.
- 10. 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.
- 11. Templated Glass.** Garibaldi's policy is to cut exactly to the templates provided that are specifically referred in the Order. Customer must adhere to the attached Template.

Garibaldi accepts no responsibility for templated glass which does not comply with the attached Template Guidelines. Garibaldi accepts no responsibility for glass not matching the ordered size and spontaneous breakage if an order includes glass polishing post tempering and lamination. Following the above guidelines will help eliminate confusion, production delays, and back orders. Please contact Garibaldi's CAD department for further clarifications or questions: Phone: (604) 420-4527 or (800) 665-3787; Fax: (604) 421-7678; or Email: orders@garibaldiglass.com.

- 12. Delivery Terms.** The Products covered by the Order shall be delivered to the location identified in the Order, and on approximately the date or within the period (such estimated date, being the delivery date), specified in the

Order. All efforts shall be taken to maintain the below delivery schedule in this section 12.1; however, this schedule is subject to change without notice.

- 12.1. 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 through Friday
Squamish / Whistler	Monday, Thursday
Metro Seattle, NW Washington State	Monday, Wednesday, Friday

For regions not noted in the above, Garibaldi shall arrange shipment via common carrier, sea, rail, or air. Garibaldi shall attempt to choose the most reliable, cost-effective, and timely option for shipping on your behalf. All orders shipped by the aforementioned methods are safely packaged to FOB (Incoterms 2020) ship point. This Agreement incorporates INCOTERMS 2020. Garibaldi does not accept any responsibility for products damaged during transportation.

- 12.2. Where Garibaldi arranges to ship the Products to Customer, delivery is based on dry van or flat deck delivered to a warehouse dock. Site deliveries may be arranged if conditions permit and must be coordinated at time of execution of Order. Any non-standard delivery or arrangements shall be the responsibility of 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 the timelines defined in section 8. No liability for jobsite deliveries shall be assumed by Garibaldi.

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 Order. Garibaldi may arrange for freight and export fees at Customer's request. Any freight charges shall be quoted separately.

- 13. Care For The Products.** Customer shall ensure the Products, whether crated or uncrated, are stored indoors in a clean, dry area, and protected from the elements. Customer shall refrain from excessive moving of the Products which may also cause damage from friction or vibration. Garibaldi will not be held liable for any ensuing damages to the Products after delivery in accordance with Sections 12 - Delivery Terms, 15 - Quality Claims and Returns and 16 - Title and Risk or Loss. Garibaldi's limited warranty is void for any glass that is damaged due to improper storage or handling.

Customer must abide by all cleaning procedures stated in Garibaldi's 'Glass Cleaning Instructions', a copy of which is available upon request, in order to maintain warranty and product integrity. Garibaldi's limited warranty is void for any glass that is damaged due to improper cleaning procedures.

- 14. Product Use.** All design and specifications for the Products have been prepared by Customer. Garibaldi makes no representation regarding compliance with building codes, fire safety codes and all applicable local, provincial, state and federal acts, laws, codes, regulations, and rules, and we rely solely upon the design and specifications provided by Customer.

Garibaldi is not responsible for certifying or approving Security and Ballistic glazing including but not limited to Forced Entry, Ballistic and Blast ratings.

Unless clearly and specifically indicated on the Order, logos will be applied to heat treated glass. Garibaldi will hold no responsibility for any type of "Code Compliance" for orders requesting no logos to be applied to glass.

Garibaldi holds no responsibility of breakage of glass during or after shipping for orders requesting annealed and/or monolithic tempered glass.

Ceramic frit coated surfaces exposed to exterior elements are not warranted unless the coating is from the “side ONE Series” of coatings.

- 15. Quality Claims and Returns.** Unless otherwise agreed to in writing by Garibaldi, the Products, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices and practical testing and inspection methods set out by ASTM C1036-21, ASTM C1048-18, ANSI Z97.1-2015, CPSC 16 CFR 1201 II, CAN/CGSB 12.1-2017, CAN/CGSB 12.8. 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 the sole discretion of Garibaldi.

The following will not be considered a glass fabrication defects and will not be accepted as a claim or covered under any warranty - anisotropies, humidity patterns on the surface, occurrence of condensed water on the outer surfaces, thermal breakage, customized fittings built in the glass.

- 16. Title and Risk or Loss.** Notwithstanding section 12 and anything else to the contrary in this Agreement, title to the Product shall pass to Customer upon the later of: (i) pick-up, or delivery of such product to the location identified in the Order, in accordance with section 12.; or (ii) payment for the Product. Notwithstanding the foregoing, Garibaldi shall retain all risk with respect to and be responsible for all Product; until the earlier of: (i) pick-up, or delivery of such Product at the location identified in the Order; (ii) the Delivery Date (as defined below), or (iii) payment for such Product. If the Product, or any part thereof, is lost, damaged, or destroyed while Garibaldi retains the risk and responsibility therefore pursuant to this Section, then, at Customer's option, such Product shall be repaired or replaced by Garibaldi, at its sole cost and expense.

Under no circumstances is Garibaldi responsible for Products which remain at its facilities beyond the agreed upon date of delivery or pick-up (the “**Delivery Date**”) as set out in the Order and or order acknowledgement documentation. Any Products which remain at Garibaldi's facilities beyond the Delivery Date shall be invoiced and title and risk shall immediately pass to Customer.

Garibaldi shall not accept any responsibility for any damage to Product left in Garibaldi's possession beyond the Delivery Date.

Garibaldi under no circumstances will accept back charges of any kind.

- 17. 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. Customer is solely responsible for determining and ensuring if Products are suitable for their particular purpose and application methods. All warranties are null and void if Garibaldi Glass Industries Inc. has not been paid in full.
- 18. Capabilities.** Garibaldi's manufacturing capabilities are detailed in the “Garibaldi Glass Capabilities” document, available upon request.
- 19. 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 and which could not have been foreseen, avoided or mitigated, 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, pandemic, embargoes, wrecks, delays in transportation, extreme weather conditions, fire, flood, explosions, and acts of God. If Garibaldi is rendered unable to deliver the product, wholly or in part, by a Force Majeure Event, Garibaldi shall give written notice detailing such Force Majeure Event to Customer within a reasonable period of time after the occurrence of such Force Majeure Event. In the absence of such notification, Garibaldi shall be deemed to have accepted that the Force Majeure Event shall not result in an adjustment to the time periods for delivery of the product set out in the Order and waives any claims to adjust such time periods. Garibaldi acknowledges and agrees that it shall only be entitled to an equitable adjustment to the Delivery Date due to a Force Majeure Event if it provides notice within a reasonable period of time and shall not be entitled to, and hereby waives, any and all claims for any Setback which it may suffer due to such Force Majeure Event.

- 20. Notice.** All notices to be given under the Agreement shall be in writing and shall be sent to Customer or Garibaldi, as the case may be, by mail, courier, or email at the applicable address identified in the Order. Either party may change its address for notice by giving written notice of such change to the other party.
- 21. 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, without regard to any conflicts of laws principles, and the parties attorn to the exclusive jurisdiction of the courts of 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. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded and shall not apply.
- 22. Waiver of Consequential Losses.** In respect to any losses suffered by Customer, 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, resultant, 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.
- 23. Cap on Liability.** Notwithstanding anything to the contrary in this Agreement, Garibaldi's liability for claims which 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, to the amount Customer has paid to Garibaldi under this Agreement.
- 24. Severability.** If any terms or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provision of the Agreement, or invalidate or render unenforceable such terms or provision in any other jurisdiction.
- 25. Miscellaneous.** The rights and remedies hereunder are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Order by Customer, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. All provisions that by their nature are intended to survive, including, without limitation, the warranties, confidentiality obligations, and indemnification obligations, shall survive the cancellation or performance of this Order. If the whole or part of any provisions of this Order is or becomes invalid or unenforceable, all other provisions of this Order, including the remaining portion of such provisions, shall nevertheless remain in full force and effect.
- 26. Termination.** In addition to any remedies that may be provided under these Terms, Garibaldi may, in its sole discretion, terminate this Agreement:
- 26.1. at any time, without cause, by providing at least thirty (30) days' prior written notice to Customer. As consideration for the right to terminate this Agreement under this Section 26.1, Garibaldi shall, upon termination, pay to Customer a termination fee in an amount equal to any advance payment made by Customer for which goods or services have not been produced or delivered by Garibaldi ("Termination Fee"). Garibaldi intends the Termination Fee to be liquidated damages constituting compensation, and not a penalty. Garibaldi's payment of the Termination Fee is Garibaldi's sole liability and entire obligation and Customer's exclusive remedy for any termination by the terminating party under this Section 26.1. and may as a condition of the Termination Fee under this Agreement require Customer to execute and deliver a release and discharge in favour of Garibaldi; or
- 26.2. with immediate effect upon written notice to Customer, if Customer (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition or bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.