

CLAIMS FOR LOSS OR DAMAGED GOODS

Written Notice Required: Customer shall give Glass Fab Inc. written notice, within two days of receipt of goods, of lost goods or damage to goods. Customer will be deemed to have accepted the goods unless it provides such notice and furnishes written evidence or other documentation as required by Glass Fab Inc. Such notice shall be given by certified mail, return requested, and shall be sent to Glass Fab Inc. at 257 Ormond St, Rochester, New York 14605.

Contents of Notice: Customer shall state the date of receipt of goods, describe the loss or damage to goods received, and shall also state whether a claim has been made to the carrier delivering the goods. This damage notice requirements shall not impose any liability on Glass Fab Inc. for any damage to goods received.

CLAIMS FOR DEFECTIVE GOODS

Written Notice Required: Customer shall give Glass Fab Inc. written notice within sixty days of receipt of goods, of defects to the goods. Customer will be deemed to have accepted the goods unless it provides such notice and furnishes written evidence or other documentation as required by Glass Fab Inc. Such notice shall be given by certified mail, return receipt requested, sent to Glass Fab Inc. at 257 Ormond St. Rochester, New York 14605, or by facsimile or e-mail, effective upon return e-mail or other written acknowledgement.

Contents of Notice: Customer shall state the date of receipt of goods, and describe the defect to the goods. Such defects shall be particularly stated as to their character or nature. If notice of defect is given without particularizing the claiming defect, then such notice shall be void.

Returning of Goods: Customer shall supply Glass Fab Inc. with notice mentioned above. After notice has been reviewed by Glass Fab Inc. a Return Authorization Number shall be issued. Repack goods in a safe and proper manner, and mark Return Authorization Number on all paperwork. No goods shall be accepted as returns without a Return Authorization Number.

LIMITATION OF REMEDIES

Although, we will make every attempt to deliver your parts per the agreed upon specs, and undamaged, we understand that problems may occur. Depending on where the responsibilities lies, will determine our course of action.

First and most importantly, the Customer must notify Glass Fab Inc of problems in a timely manner.

- a) If the goods are lost or damaged as a result of incorrect packing by Glass Fab Inc., Glass Fab Inc. shall, in its sole discretion, (1) replace such goods with conforming goods, or (2) credit or refund the purchase price for such goods, in each case together with any reasonable shipping and handling expenses incurred by Customer in connection therewith.
- b) If the defects are the direct result of a mistake by Glass Fab Inc., Glass Fab Inc. shall, in its sole discretion, (1) replace such goods with conforming goods or (2) credit or refund the purchase price for such goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith.
- c) If the loss or damage was caused in whole or in part by the freight company, then the party that originally paid for shipment of the lost or damaged goods shall make the appropriate claim with the freight company. Glass Fab Inc. shall, in its sole discretion, (1) replace such goods with conforming goods or (2) credit or refund the purchase price for such goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith.
- d) If Glass Fab Inc. determines, in its sole discretion, that the loss or damage was caused by Customer. shall have no liability to Customer, but Glass Fab Inc. may, in its sole discretion, elect to replace such goods, in which case Glass Fab Inc. shall, after receiving Customer's shipment of the goods, ship to Customer, at the expense and risk of loss of the party that originally paid for shipment of the lost or damaged goods, the replaced goods to the delivery point.
- e) Glass Fab Inc. shall have no liability to Customer if the goods are manufactured to Customer's specifications even if the Customer deems such goods defective; provided, however, that Glass Fab Inc. shall use its commercially reasonable efforts to educate Customer with respect to future orders for purposes of avoiding errors in Customer specifications or other similar Customer errors; provided, further, that Glass Fab Inc. shall, in its sole discretion, use all commercially reasonable efforts to provide Customer with the correct goods at the lowest price and quickest delivery.

Customer hereby acknowledges and agrees that the remedies set forth in this paragraph are Customer's exclusive remedies for lost, damaged or defective goods. Except as provided in this paragraph, all sales of goods to Customer are made on a one-way basis and Customer has no right to return goods purchased pursuant to these terms and conditions of sale to Glass Fab Inc. Customer shall not be entitled to any of the remedies set forth above if: (1) Customer makes any further use of such goods after giving such notice; (2) the defect arises because Customer failed to follow Glass Fab Inc.'s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; or (3) Customer alters or repairs such goods without the prior written consent of Glass Fab Inc.

SERVICE CHARGES ON UNPAID ACCOUNTS

All unpaid Glass Fab Inc. invoices that are 20 days past the agreed upon payment term shall be subject to a monthly service charge of 1.5% of the invoiced amount until the invoice is paid in full. In states where a Customer may be assessed service charges at a maximum percentage less than 1.5% per month, then the service charge shall be at the maximum rate allowed by that state's law.

COLLECTION COSTS AND ATTORNEYS' FEES ON DEFAULTED ACCOUNTS

Any invoice that is unpaid by Customer more than 60 days after the agreed upon payment term shall be deemed in default and may, at the option of Glass Fab Inc., be referred to attorneys for collection. In the event a Customer's account, or any part thereof, is referred to attorneys for collection, Customer agrees to be responsible for all costs of collection including reasonable attorneys' fees in the amount of 25.0% of the amount claimed by Glass Fab Inc. together with the costs of collection other than attorneys' fees.

THESE TERMS AND CONDITIONS ARE INCORPORATED IN ALL TRANSACTIONS BETWEEN GLASS FAB INC. AND ITS CUSTOMERS

The Terms and Conditions set forth herein are part of the basis upon which credit is granted to Customer, as are all representations upon Customer's Commercial Credit Application. The Terms and Conditions set forth herein are part of the Terms of each of and every transaction between Glass Fab Inc. and Customer, whether or not

referred to on any statement of accounts or invoice. The Terms and Conditions set forth herein prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Terms and Conditions set forth herein.

GRANT OF SECURITY INTEREST IN GOODS SOLD

Title and risk of loss passes to Customer upon delivery of the goods at the delivery point. As collateral security for the payment of the purchase price of the goods, Customer grants to Glass Fab Inc. a purchase money security interest in all goods sold to Customer by Glass Fab Inc. Upon demand, and prior to the shipment of any goods to Customer, Customer shall execute, upon request of Glass Fab Inc. UCC-1 financing statements for filing in the appropriate public office(s) for the perfection of such lien as against all other of Customer's creditors. Customer shall further provide to Glass Fab Inc. upon request the names and business addresses of any tender or other secured creditor which has a security interest in Customer's inventory and proceeds thereof in order that Glass Fab Inc. may give notice to any such secured creditor of the security interest it holds hereunder. Glass Fab Inc. may give notice to such secured creditor of the security interest it holds hereunder. Glass Fab Inc. need not ship any orders until it has received the appropriate information and acted on same to perfect its security interest. Customer's signature on the Commercial Credit Application shall also be effective as a signature for the granting of the security interest hereunder. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

SET-OFF; STATUTE OF LIMITATIONS

No Set-Off: Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Glass Fab Inc.

Statute of Limitations: Customer agrees that any claim, lawsuit or proceeding relating to the goods must be commenced no more than one year after the earlier to occur of: (1) delivery of the goods to Customer, and (2) the accrual of the cause of action that is the subject of the claim, lawsuit or proceeding. Customer waives any statute of limitations to the contrary. Customer will indemnify and hold harmless Glass Fab Inc. from and against any and all liabilities, losses, damages and expenses incurred by Glass Fab Inc. arising out of any loss, damage or injury that occurs from the subsequent use of the goods.

QUOTED PRICES AND ACCEPTED PAYMENT OPTIONS

Payment methods may include cash, check, ACH, wire transfers and credit card payments. All payment, regardless of method, must be received at Glass Fab Inc. by the invoice due date in US Dollars. Any currency conversion costs are Customer's responsibility. Below are the accepted payment options and related restrictions.

Cash: Glass Fab Inc. will not accept cash payments in an amount greater than \$9,999.99.

Check: Glass Fab Inc will accept company or bank checks. Customer is responsible for any insufficient funds fees charged to Glass Fab Inc.

ACH payment: Customer is responsible for any fees charged by Customer's bank. Glass Fab Inc. is responsible for only the fees charged by Glass Fab Inc.'s bank.

Wire Transfer: Customer is responsible for any fees charged by Customer's bank. Glass Fab Inc. is responsible for only the fees charged by Glass Fab Inc.'s bank.

Credit Card payment: Glass Fab Inc. will only accept Credit Card payments on amounts up to \$2,000.00. Glass Fab Inc. also will only accept Credit Card payments on prepayment of orders, or upon shipment of an order.

APPLICABLE LAW

The Terms and Conditions set forth above and all transactions between Glass Fab Inc. and Customer shall be governed by laws of the State of New York. All transactions between Customer and Glass Fab Inc. shall be deemed to have been contracted for at Glass Fab Inc.'s Rochester, New York office. Customer agrees that all actions concerning collection or disputes concerning goods shall be initiated and/or defended in a court of appropriate jurisdiction sitting in Monroe or Erie Counties in the State of New York. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under any agreement between customer and Glass Fab Inc.

MODIFICATION ONLY BY WRITING

These Terms and Conditions may be modified only by writing executed by Glass Fab Inc. No waiver by Glass Fab Inc. of any of the provisions of the Terms and Conditions set forth herein is effective unless explicitly set forth in writing and signed by Glass Fab Inc. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Terms and Conditions set forth herein operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

LIMITATION OF LIABILITY

IN NO EVENT SHALL GLASS FAB INC. BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY GLASS FAB INC., REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL GLASS FAB INC.'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY AGREEMENT BETWEEN GLASS FAB INC. AND CUSTOMER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GLASS FAB INC. FOR THE GOODS SOLD PURSUANT HERETO.

LIMITATION OF WARRANTY

CUSTOMER WAIVES, ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.