

Terms and Conditions

1. These Terms and Conditions are incorporated by reference and made a part of each Purchase Order of Trainor Glass Company (hereinafter "Buyer").

2. Seller agrees not to charge Buyer any interest or service charges until the Buyer has consented to such charges in writing.

3. Properly submitted invoices from Seller will be processed within a reasonable time. Customary prompt payment discounts will be deducted when appropriate.

4. Time to start work or shipment is of the essence. Seller shall establish and maintain shipping dates that will allow sufficient transit time to meet the shipment arrival date(s) specified in this Purchase Order. Seller shall inform Buyer promptly of any foreseen delay.

5. Shipments and deliveries shall be made with 48 hours advance notice to Buyer as specified without charge for boxing, crating, carting or storage, and shipped prepaid by Seller at the Seller's sole expense unless otherwise specified. **All stock lengths shall be bulk packed and delivered on flat bed or open top trailer for crane-off loading, leaving room between bundles to allow for straps. Enclosed trailer deliveries will not be accepted without Buyer's prior written consent.** Material shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, with the maximum weight of bundles not exceeding 1,500 pounds. **Buyer's purchase order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders, whether the goods are shipped by Seller or a third party. Packing lists shall accompany each box or package shipment showing Buyer's purchase order number and symbol, item number and description of materials.** Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Goods shall be packed to assure against damage from weather or transportation.

6. Seller expressly covenants that all goods provided to Buyer under this order conform to all warranties under the laws of the Buyer's state that are not expressly disclaimed by Seller.

7. Buyer reserves the right to reject or revoke acceptance of any nonconforming goods pursuant to the Uniform Commercial Code and to charge the Seller for all expenses incurred in obtaining conforming goods.

8. **No extra work or charges over and above the stated purchase order amount will be recognized or paid for unless agreed to in writing by an authorized agent of Buyer before the work is done or the charges made.**

9. Except for orders of customized goods, Buyer shall not be liable for failure to accept any part of the goods or services if such failure is the result of any cause beyond the control of the Buyer. Among such causes, but not definitive thereof are: fires, floods, differences with

employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery, or total or partial shut down of Buyer's operation for any cause.

10. A Seller who provides materials to Buyer shall provide to Buyer upon request evidence of product liability insurance and commercial liability insurance.

11. Buyer shall have the right, at its option, to inspect and test any of the equipment and materials described in the Purchase Order prior to shipment by Seller.

12. Buyer shall receive the benefit of any price reductions which Seller may make in its established selling prices for said material, and Buyer shall in no event be charged higher prices than Seller's other similarly classified customers who take delivery in a substantially similar amount.

13. Unless otherwise specified below, the Purchase Order and Terms and Conditions and Addenda hereto (if any) constitute the complete agreement between Buyer and Seller, prior oral agreements notwithstanding, and may be modified or waived only by a subsequent writing signed by the party against whom it is to be enforced.

14. This contract is subject to all laws, federal, state and local, governing non-discrimination in employment.

15. Seller agrees to indemnify Buyer for any loss or damage sustained on account of infringement or claimed infringements of patents on material covered by this order. Seller further agrees to defend, indemnify and hold harmless Buyer for any claims for loss, injury or damage arising from a defect in Seller's product.

16. If this order requires work outside of Seller's plant or on a job site, Seller agrees to provide to Buyer before any work begins certificates of insurance identifying Buyer as certificate holder and additional insured and evidencing coverage for workers' compensation, commercial liability and property damage insurance, and stating that coverage shall not be cancelled without 30 days' prior written notice. If this order requires subcontracting work, Seller further agrees to assume all obligations and responsibilities that the general contractor and Trainor Glass Company assume toward each other in their subcontract.

17. Addendum number(s) _____ is/are attached hereto and incorporated herein by reference.

18. Other: _____

