# **General Disclaimer**

# Warranty

Columbus Glass Masters, (CGM), offers a one year workmanship warranty on installations and repairs by employees and contractors. While there may be additional warranties offered by the product manufacturer, this information is available upon request.

### **Protecting Your Property**

We encourage you to remove window coverings, furniture, wall hangings and other personal items from areas leading to and surrounding where work will be conducted. CGM will not be liable for items damaged that have not been removed from these areas. If assistance is needed removing these items please notify our office for scheduling purposes. There may be an additional cost for this service.

## Window & Glass Replacement & Repair

We take great pride and care in removal and replacement of parts when replacing window components. Occasionally, these components (trim, glazing beads, stops, ect.) are weak or brittle due to exposure, or overly adhered to the glass or frame, resulting in unavoidable damage. Unless indicated on this estimate, these parts are not included. If required, CGM may replace these parts for an additional cost. Exact parts may or may not be attainable.

### **Shower Enclosures Disclaimer**

Installing shower enclosures commonly require holes to be drilled thru tile and or stone surfaces for proper stabilization. The durability of these materials (tile, stone, etc.) are greatly determined by the type, degree of adhesion to the substrate material, and the presence of naturally or unnaturally occurring fissures in the materials. CGM will not be held liable for cracking, chipping or breakage of these materials that may occur during or after installation. CGM is not responsible for stains or discoloration that may be visible on these materials before or after the removal of an existing shower enclosure. CGM must be notified in writing of an "In Floor" heating system. While we make every attempt to avoid damage CGM is not liable for damages occurred during the installation process regardless of this condition.

### Terms & Conditions:

- 1) This order is valid for 30 days from the date of order.
- 2) Delays may result from reorders, errors, remakes, backorders, vendor delays; absolutely no financial compensation for delays out of our control. Verbal changes after a contract is submitted will not be honored.
- 3) All payments are due upon job completion, unless otherwise stated, if payment is not made as specified then the customer shall be responsible for all costs of collection included, but not limited to, reasonable attorney's fees.
- 4) Deposits on custom orders are nonrefundable.
- 5) Prices do not include evening or weekend hours. Normal hours are 8:00am to 4:30pm Monday-Friday.
- 6) The estimate is subject to change if changes occur to size or configuration after the final field measurement or options not included in the estimate.
- 7) Before CGM will measure, the customer must have prepared a sound, true, level and plumb measurement area.
- 8) Material will be furnished in accordance with the industry tolerances of color variation, thinkckness, size  $(+/-\frac{1}{6})^n$ , texture and performance standards.
- 9) CGM is not responsible for any discrepancies in customer provided measurements.
- 10) If existing structures or obstructions need to be removed for installation, CGM reserves the right to require the customer to modify the work area. If this action results in an installation time increase and/or reschedule, there may be additional charges.
- 11) For warranty information on specific products contact your sales representative.
- 12) CGM is not responsible for damage to its work by others. CGM will not be responsible for special incidental or consequential damages.
- 13) In case CGM has provided labor to install "customer provided" materials, CGM is not responsible for damages to customer's glass or any other materials involved in, surrounding, or in the area of work being performed.
- 14) Any items not specifically listed and priced in above estimate are excluded; any changes to hardware or materials listed may cause a change in pricing and will be subject to a written Change Order.

- 15) Signed Change Orders must be received and approved by CGM and contractor prior to additional work being performed. It is understood that Change Order may increase material delivery times and/or prolong work time.
- 16) Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time without notice. Therefore, CGM shall not be held responsible for delays caused by suppliers and manufacturers.
- 17) If contractors assert nonpayment due to nonpayment from the owner, CGM reserves the right to contact said owner regarding the status of payments on the project.
- 18) One trip for field measurements and one trip for installation per project is included in the quoted price. Field measurements will be taken after we are notified the areas of our scope are ready for measurement. Additional trips required due to openings not being ready and/or unacceptable installation conditions will result in \$75.00 per trip charge.
- 19) The following is excluded: final protection and cleaning, glass or mirror breakage by others, testing, engineering, permits, bonds, demolition, temporary enclosures, repairs or modification of existing openings or frames, core drilling for floor closures, any electrical work, unless noted in the scope of work.
- 20) Invoices will be provided upon request.
- 21) Removal of existing materials may damage materials and/or surfaces during the removal of said materials or may expose tile/structure issues. CGM does not assume any responsibility for damages due to or during removal of existing materials. Additional trips required due to these issues will result in a \$75.00 per trip charge.
- 22) For specialty items and custom orders a 50% deposit is required at the time of acceptance and the remaining balance is due before pick-up, delivery, or installation. All special orders from outside vendors may require a larger deposit.
- 23) Orders totalling up to \$500.00 are required to be paid in full at the time of order.
- 24) All glass and/or mirror products must be inspected at the time of pick up/delivery or installation. CGM is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
- 25) It is the responsibility of the customer to have a suitable vehicle that is prepared to handle the materials to be picked up. It is the customer's responsibility to load materials. CGM or its team cannot load your vehicle. During loading, CGM or its team will not be held liable for any damages to vehicle, personal items in the vehicle, or any bodily injuries that may occur during loading and transportation.
- 26) Customer agrees that in the event of any action or proceedings brought for the recovery of amounts due for products or merchandise or services obtained from CGM to pay all costs of collection including but not limited to attorney's or collection agent's fees. The customer further agrees to pay a \$35.00 fee for each returned check.
- 27) CGM is not responsible for any existing structural issues that may interfere with the installation and/or lead to unsightly reveals. Any or all structural modifications that may arise before, during. Or after the glass installation is explicitly the customer's responsibility.
- 28) In instances that the glass shower door is to be installed onto decorative glass tiles, CGM will not be responsible for damage or breakage of tiles. In the event of broken glass-tiles, the customer would have to repair the affected area, and we will return to complete the installation, which may involve additional charges. When designing your shower, it is recommended to avoid decorative glass tiles in the installation area of shower door attachments.
- 29) If any dimensions are changed after CGM measurements are taken and the changes in dimensions lead to inability of installation, there will be additional charges upto but not limited to the fabrication of all materials.
- 30) Once the delivery/installation appointment is confirmed, this time will be reserved just for you. If you are unable to keep this appointment we will need a notification at least one business day in advance. Otherwise, there will be additional trip charges and further delays due to our scheduling load.
- 31) CGM will not hold stock beyond 30 days after the purchase date. Customer items must be picked up during this period. We do not accept responsibility for abandoned items. At the end of 30 days, CGM will discard all remaining items, no refunds will be issued.
- 32) CGM reserves the right, in its sole discretion, to add, remove, modify or otherwise change any part of these Terms and Conditions, at any time. No modifications are to be made by redlining, initialing, or change in writings, except as otherwise expressly contemplated herein, changes will be effective when approved and signed by two or more CGM's managers.

Acceptance of Order: I accept the above mentioned description of work for the above price.

I agree to pay a 50% deposit for the materials and labor at the time of acceptance, as well as paying the remaining balance of the agreement at completion.