

## TERMS AND CONDITIONS OF SALE

### 1. Quoting:

1.1 All quoted prices are based on the information you have provided us at the time of quoting. Any changes that affect cutting yields, project volumes, lead times, etc., may require a price adjustment.

1.2 Final shape charges will be determined upon receipt of details supplied at time of order.

1.3 Thermalsun will guarantee quotations for 90 days unless otherwise specified.

1.4 If number of releases are specified on the quote, releases exceeding that amount may be subject to additional costs.

1.5 Minimum invoice charge is \$25.00. All products have a 2 square foot minimum charge.

### 2. Booking and Ordering:

2.1 A booking P.O. must be received before Thermalsun can order any non-stock raw material.

2.2 All non-stock raw materials will be pre-ordered based on the volumes indicated on the booking order. Any changes in product type or volumes will result in a charge back to the customer.

2.3 Purchase orders must be placed for all glass releases. The purchase order must include reference to the quote number or the project name.

2.4 Confirmation will be sent for each purchase order. It is the customer's responsibility to review the quantities, product descriptions, and estimated delivery date for accuracy. Orders held at shipping may be subject to additional charges.

### 3. Pricing:

3.1 Pricing is valid for the date indicated and for the volumes listed on the quote. Thermalsun reserves the right to adjust pricing if the volumes are not met.

3.2 All pricing is calculated by rounding up to the next even inch (block size), with the exception of shapes and templates. Shape and template cutting can vary from a 2" (template cutting) to a 4" (lay-out per drawing cutting) add to the block size.

3.3 Our energy surcharge at the time of order will be added to the total invoiced amount.

3.4 Applicable taxes will be added to each invoice.

3.5 Shape charges are not included in the square foot pricing and will be charged separately. All edgework and fabrication are extra unless indicated on the quotation.

### 4. Technical

4.1 All units are dual sealed with Polyisobutylene/Polysulfide except as indicated on the order and all subsequent purchase orders. A silicone secondary seal is available if specified in writing on your PO.

4.2 Roller-coated ceramic frit spandrel is not recommended for use in vision applications and is specifically intended to mask building materials in non-vision areas of the building envelope.

4.3 Unless otherwise specified, any inherent roller wave distortion will run parallel to the width of the glass (horizontal). Sizes on the purchase order are assumed to be width x height, as per industry standards. Exception: any glass requiring heat treatment that is over 82" wide will have the distortion running vertically.

4.4 Argon filled units will have an initial fill of 90%, however variations in fill or depletion are unavoidable and therefore Thermalsun does not provide any warranty or guarantee on argon content or effectiveness.

4.5 Thermalsun shall not be liable for any error or omissions in glass specifications.

4.6 Thermalsun does not recommend warm edge spacer bar for Structural Sealant Glazing (SSG) for aesthetic reasons. For best aesthetic results Thermalsun recommends dark bronze aluminum spacer, black primary sealant, and black silicone.

4.7 Thermalsun's standard low-profile sight-line is 7/16". Depending on the make-up several sight line adjustments may be available.

4.8 Thermalsun relies on the glazing contractor, architect and the design/specification community to ensure that glass/glazing products ordered meet the design requirements and relevant building codes.

4.9 Thermalsun products are manufactured to meet or exceed the applicable ASTM Standards on the date of manufacture.

### 5. Claims:

5.1 Claims for breakage on delivery or manufacturing defects must be made within 24 hours of delivery.

5.2 Thermalsun does not accept back charges or liquidated damages.

5.3 Thermalsun does not warranty against thermal-stress breakage. It is the responsibility of the glazing contractor and/or architects to determine the suitability of the product specified for a particular use.

5.4 Thermalsun products are covered by a limited warranty which is available upon request.