



## GENERAL TERMS AND CONDITIONS OF SALE

### Payment:

Net 30 days. All COD orders must be paid for at time of delivery. Past due accounts will be billed a 1-1/2% per month service charge.

### Credit:

All orders are subject to approval of SGC Credit Department before acceptance. SGC may in its sole discretion withdraw or modify its credit terms.

### Square Foot Calculation:

SGC will round glass sizes up to the next higher even inch for billing purposes. Shaped pieces that require surrounding trim material for breakout will be billed based on the full block size required.

### Prices and Quotations:

Prices are subject to change without notice. Quoted prices are good for 60 days unless otherwise specified in writing at time of quotation.

### Multiple

#### Releases:

Quotations are based on one release unless multiple releases are specifically requested. Additional releases may require additional charges.

### Order Cancellation

#### Or Change:

Orders which have not been entered into production (combined with other orders and assigned to glass or aluminum cutting batches) may be cancelled without charge. **Requests to cancel or change orders must be made in person or via telephone conversation with a customer service rep or account sales manager.**

Orders that have been entered into production batches are generally not able to be cancelled. SGC will, if requested, determine if an order in production can be stopped. If it can be, at SGC discretion, Customer will be billed for work completed. If not, Customer will be billed for completed order. In either event, material must be either shipped or disposed of at Customer's option.

Orders that require custom material from our suppliers are cancellable at SGC discretion only.

### Verbal Phone

#### Orders:

**SGC requests that orders for custom fabricated material be placed in writing. SGC bears no risk of error with verbal phone orders.**

### Acknowledgements:

**All orders will be acknowledged in writing by fax or email. Customer agrees to check acknowledgements for accuracy.**

Acknowledgements include estimated ship dates. SGC endeavors to comply with estimated ship dates. But SGC will not be subject to charges, back charges, liquidated damages or other liabilities for failure to meet estimated ship date.

### Receipt of Goods:

Upon delivery, customer agrees to compare quantity of material delivered with delivery receipt and note any discrepancies on the delivery receipt. Orders should be inspected and accepted upon receipt. Any claim of improper or defective products must be received within 3 days of date of delivery, or 14 days for hidden damage in crated orders. Suspicious or obvious damage to crated material should be reported upon receipt. SGC is not liable for damage to products after receipt by customer.



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### Inspection:

SGC reserves the right to inspect or ask for photos of all materials reported as defective.

### Remedies:

In the event that a SGC product fails to conform to SGC warranties, SGC, will at its option, supply a replacement or refund 100% of the original selling price for the defective material. SGC shall have no liability for consequential damages.

### Returns:

Customers must contact SGC office to request and obtain permission to return prior to giving material to our drivers.

**STOCK ITEMS** in resalable, like new condition can be returned. Credit will be issued only after inspection and accordingly to this schedule:

For returns within 7 days – NO HANDLING CHARGE. For returns beyond 7 days up to 14 days – 15% HANDLING CHARGE. NO RETURNS ACCEPTED AFTER 14 DAYS.

**CUSTOM, NON-INVENTORY** material is non-returnable.

### Glass Permanent Logos:

Logos will be permanently affixed to one corner of tempered, heat strengthened or laminated glass supplied by SGC unless ordered "no logo". Customers ordering safety glass "no logo" bear all risk of glass rejection due to lack of permanent label.

### Glass Quality:

Unless otherwise specified by the customer and acknowledged by SGC in writing, products will comply with and will be evaluated using current versions of ASTM standards. If ASTM standards do not apply, the product will comply with and be evaluated using SGC standards.

### Aluminum Quality:

Slight variation in color of anodized aluminum finished material is allowable.

### Breakage:

SGC does not warranty any glass product against breakage of any type. SGC will not be held liable for breakage or damage of customer's glass accepted for processing.

### Insulating Glass Spacers:

Insulating glass air-spacers will be aluminum color unless another color is specifically requested.

### Insulating Glass Sealant:

Unless otherwise specified by the customer and acknowledged by SGC in writing, SGC insulating glass will be manufactured with a Polyisobutylene primary seal and a Polysulfide secondary seal. Polysulfide standard seal is appropriate for conventional glazing applications, but not suitable for structural silicone glazing. A silicone secondary seal must be specified at time of quotation and order for structural silicone glazing applications.



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### **Structural Silicone Glazing:**

Structural silicone glazing applications must be identified as two or four sided and accompanied by a wind load review to determine required secondary seal depth at time of quotation and order.

### **Thermal Stress:**

Tinted and reflective glass products absorb solar energy and generate heat, especially when included in an insulating unit containing a low-e coating.

Additionally, job conditions such as deep mullions, exterior shading, overhangs, tight blinds or drapes, HVAC ducts blowing directly on glass can cause uneven heating, thermal stress, and resulting breakage in annealed glass. SGC recommends the use of heat strengthened or tempered glass where heat stress may be of concern. SGC does not warranty glass against breakage caused by heat stress. If requested, SGC will obtain a formal written heat stress analysis from the glass manufacturer. SGC will also, if requested, supply a recommendation obtained from the manufacturer's web based thermal stress software. This software does not produce a warranty covering glass breakage.

### **Spandrel Glass:**

Customer agrees to use Spandrel glass in building Spandrel areas. Spandrel glass is not suitable for use in a "vision area". If the glass is viewed from the interior, looking outward toward daylight, pin holes and coating color variation will be visible. This condition is not considered a defect. Spandrel glass must be "backed up" with a suitable material on the interior side. Slight color variation in spandrel glass, especially light or pastel colors, is acceptable.

### **Buyers Obligations:**

Customer agrees to use and install SGC products properly in accordance with all applicable laws and codes, and to determine suitability of SGC goods for customer's intended use. Customer agrees to follow industry standard good glazing practices and to ensure compatibility of all components of glazing system.

### **Disclaimer:**

SGC disclaims any implied warranty of merchantability or fitness for any particular purpose and any other obligation or warranty not expressly set forth in its standard warranty or terms and conditions. Under no circumstances shall SGC be liable to buyer or any third party resulting from buyers or any third party's action or conduct. Buyer shall indemnify and hold SGC and its employees harmless from loss or expense, including attorney's fees resulting from any charge of personal injury or property damage arising out of buyer's performance, negligence or willful misconduct.

### **Application:**

All orders subject to SGC terms & Conditions of sale unless otherwise set forth in writing and accepted by SGC in writing. This agreement and all other agreements shall be governed by the laws of the state of New York.