



**TERMS AND CONDITIONS OF SALE**  
VETROTECH SAINT-GOBAIN NORTH AMERICA, INC.

**1. Acceptance Of Orders/Terms:** All orders are subject to acceptance by Vetrotech Saint-Gobain North America, Inc. ("Vetrotech") at its Auburn, Washington headquarters, and Vetrotech reserves the right to reject any order. Acceptance of any order by Vetrotech is expressly conditioned on Customer's assent to the terms and conditions set forth herein ("Terms") and the waiver by Customer of any terms and conditions contained in any order form, confirmation, or any other communication of Customer, whether previously or hereafter delivered to Vetrotech, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. Vetrotech hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication. Customer's acceptance of the products ordered will constitute agreement by Customer to these Terms. Furthermore, Letter of Intent shall state...**"The parties agree that this Letter of Intent constitutes only a statement of the mutual intentions of the parties, and is not binding on the parties. A binding and enforceable commitment with respect to the transactions contemplated by this Letter of Intent will result only from the mutual execution of a formal written agreement detailing such agreed to transactions."**

**2. Product Changes:** Vetrotech reserves the right to discontinue the manufacture or sale of any product at any time or to alter, modify or redesign its products.

**3. Price:** All prices are subject to change without notice. The price charged will be the price quoted by Vetrotech with respect to a particular Customer order. Should any governmental action or request prevent Vetrotech from implementing any price or continuing any price already in effect, Vetrotech may cancel Customer's order or any part thereof.

**4. Taxes/Duties:** All federal, state or local sales, use or other taxes, and all duties, import fees or other assessments imposed on materials sold hereunder, or on the manufacture, sale or delivery thereof, shall be for Customer's account.

**5. Credit Approval:** Customer credit approval is required prior to any shipment. If Vetrotech determines at any time that Customer's financial condition does not justify the extension of credit to Customer, then Vetrotech may require cash payments in advance or other satisfactory security prior to delivery.

**6. Packaging/Shipping/Risk of Loss:** Costs for special packaging and/or handling requested by Customer will be billed to Customer. Shipping terms are specified on the face of Vetrotech's quotation and/or order confirmation, as applicable. Unless otherwise specified by Customer in writing, Vetrotech shall select the method of shipment and direct shipment of materials to the address of Customer. In the event of any general freight increase or any governmental ruling or regulation that results in increased freight costs, Vetrotech may, without any advance notice, invoice Customer for such additional costs. Title to, and the risk of loss, damage or shortage of, such materials shall pass to Customer upon delivery to the carrier regardless of notice to Customer.

**7. Delivery:** Quoted shipping and/or delivery dates are based on estimates at the time of quotation. Vetrotech will use its best efforts to meet such shipping and/or delivery dates, but Vetrotech shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries.

**8. Acceptance of Products by Customer/Claims:** Upon delivery, shipments must be inspected for damage, loss or shortage prior to acceptance from the carrier. If damage or shortage exists with respect to any shipment and it is not concealed, Customer shall secure a notation of such damage or shortage from the delivering agent on the freight bill or delivery receipt. All claims of Customer that materials delivered do not conform to the accepted order shall be handled as claims for breach of warranty and Customer shall be limited to those remedies available for breach of warranty. Claims that tender of performance by Vetrotech does not otherwise conform

shall be effective only if Vetrotech shall be notified by Customer in writing of the non-conformity within 3 days of the delivery date describing the non-conformity in reasonable detail and specifying the order, shipment or invoice number. If such notice shall be given on a timely basis and the non-conformity does exist, Vetrotech shall have a reasonable opportunity to cure same. No claims for damage or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt noting such loss or damage signed by a representative of the carrier and forwarded to Vetrotech within 3 days of the delivery date.

**9. Payment:** All invoices, whether partial or in full, shall be due Net 30 days from date of invoice and payable in full by Customer pursuant to the terms set forth herein, unless otherwise agreed to in writing by Vetrotech. All invoices are payable in U.S. Dollars (U.S.\$). Vetrotech reserves the right to impose a service charge of the lesser of one and one-half percent (1 1/2%) per month (or the maximum interest rate permitted by applicable law) on any past-due unpaid balances. In addition, if it becomes necessary to place Customer's account with an attorney for collection, Customer shall be responsible for all costs and expenses, including reasonable attorney's fees incurred by Vetrotech in connection therewith. If Customer (i) becomes insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that Vetrotech determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Customer hereunder shall at Vetrotech option become immediately due and payable. **ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY VETROTECH AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT VETROTECH'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY IMMEDIATELY PRECEDING THE DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO VETROTECH.** Customer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Customer shall pay all amounts not in dispute. Customer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by Vetrotech hereunder.

**10. Cancellation/Change Orders/ Returned Materials:** Orders may only be revised or canceled by Customer prior to the commencement of production, and only with Vetrotech's prior consent. Material may not be returned. A minimum cancellation fee of \$2,500.00 will apply aftersubmittals are completed. Additional fees could be applicable including any engineering fees as well.

**11. Warranty/Limitation of Liability:** EXCEPT FOR PRODUCTS FOR WHICH VETROTECH HAS ESTABLISHED A SPECIFIC WRITTEN WARRANTY, THE GOODS DELIVERED HEREUNDER ARE SOLD BY VETROTECH WITHOUT ANY GUARANTY AND/OR WARRANTY, ORAL OR WRITTEN (WHETHER OR NOT SUCH GOODS REMAIN IN THE FORM IN WHICH THEY ARE ORIGINALLY DELIVERED TO CUSTOMER OR ARE FABRICATED BY CUSTOMER OR ANY OTHER PARTY TO PRODUCE A FINISHED PRODUCT). THE PRODUCT-SPECIFIC WRITTEN WARRANTIES REFERENCED ABOVE AND HEREBY INCORPORATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VETROTECH BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OF ANY EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THE WARRANTY PROVIDED BY VETROTECH GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. NO REPRESENTATIVE OF VETROTECH, NOR ANY OF VETROTECH'S DISTRIBUTORS OR DEALERS, IS AUTHORIZED TO MODIFY THIS SECTION OR TO ISSUE ANY WARRANTY REGARDING GOODS DELIVERED HEREUNDER ON BEHALF OF VETROTECH. **VETROTECH'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM ANY BREACH OR DEFAULT BY VETROTECH IN CONNECTION WITH THE SALE OF GOODS HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE THEREOF, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

Customer agrees that any civil action against Vetrotech relating to or arising out of the sale of goods hereunder shall be commenced within one (1) year of the date the cause of action accrued; otherwise it shall be barred.

**12. Handling:** Buyer assumes all risks and liabilities arising from the loading, unloading, discharge, storage, handling and use of the goods, including the use of such goods alone or in combination with other substances. Buyer assumes full responsibility for compliance with all applicable laws, regulations and rules governing the loading, unloading, discharge, storage, handling and use of the goods.

**13. Excused Performance:** Vetrotech shall not be liable for nor be deemed to be in default of these Terms on account of any failure to perform its obligations or attempt to cure any breach thereof if Vetrotech has been delayed or prevented from doing so by any cause or condition beyond Vetrotech's reasonable control. If Vetrotech determines that its ability to supply the total demand for the products, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the products, is hindered, limited or made impracticable, Vetrotech may allocate its available supply of the products or such material (without obligation to require other supplies of any such products or material) among itself and its customers as Vetrotech determines in its sole discretion without liability for any failure of performance which may result therefrom. Delivery suspended or not made by reason of this action shall be canceled without liability, but these Terms shall otherwise remain unaffected.

**14. Fair Labor Standards Act:** Vetrotech hereby certifies that the materials sold hereunder that were produced in the United States were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

**15. Change In Terms And Conditions Of Sale:** The terms and conditions contained herein constitute the entire agreement between Vetrotech and Customer and supersede any and all prior representations, agreements or understandings, whether oral or written, relative to the materials delivered hereunder. No course of dealing or usage of trade shall be relevant to supplement or explain any of these terms or conditions. No modification of these terms and conditions shall be effective unless made in writing and executed by Vetrotech.

**16. Collection Expenses.** Customer shall pay Vetrotech all costs and expenses, including reasonable attorneys' fees and the fees of any collection agencies, incurred by Vetrotech in enforcing any of the terms, conditions, or provisions hereof or in protecting Vetrotech's rights herein. These costs and expenses shall include, without limitation, and costs or expenses incurred by Vetrotech in any bankruptcy, reorganization, insolvency or other similar proceeding.

**17. General:** This agreement shall not be assigned by Customer without the prior written consent of Vetrotech, and any assignment made without such consent shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law provisions. The courts located in Washington shall have exclusive jurisdiction of all matters relating to or arising out of any sale of materials by Vetrotech to Customer hereunder, and Customer hereby consents to the jurisdiction of such courts. Any action brought by Customer in connection with Vetrotech's performance hereunder must be commenced within one year after such cause of action accrues or it will be deemed waived.

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