

TRISTAR GLASS, INC. TERMS AND CONDITIONS OF SALE

1. Tristar Glass, Inc., an Oklahoma Corporation ("Tristar"), hereafter sets forth the terms and conditions of its sale to its Customer. The Customer's purchase order is expressly subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any terms and conditions which appear on Customer's purchase order. No failure of Tristar to object to any terms and conditions contained in any communications from Customer shall be construed as a waiver of the terms and conditions stated in this document or as an acceptance by Tristar of any such other or additional terms and conditions.
2. Payment terms shall be net thirty (30) days from date of invoice and Customer shall be entitled to a one percent (1%) discount on any invoices paid within ten (10) days of the invoice date. If the net invoice amount should remain unpaid after 60 days, such amount will bear interest at the rate of eighteen percent (18%) per annum until paid or, alternatively, at the highest annual rate of interest to which Tristar and Customer could legally agree.
3. It is our policy to review any and all accounts that have invoices not paid over 60 days after the invoice date for continued credit. Tristar will not ship completed orders to customers with accounts over 60 days. In addition, we may also place a customer's account on credit hold and/or require cash deposits before beginning production or before delivery until the balance is paid in full or special payment arrangements have been agreed to between customer and Tristar.
4. Tristar will provide to Customer a Limited Liability Warranty on certain products as stated in Tristar's Limited Liability Warranty document. Customer should refer to the Limited Liability Warranty document for additional terms, limitations, and length of warranty on the specific product being purchased. The terms of Tristar's Limited Liability Warranty are hereby incorporated as terms and conditions of its sale to its Customer. Notice of any claims made under Tristar's Limited Liability Warranty must be received by Tristar within the applicable warranty period for the specific product purchased or the warranty claim will not be covered.
5. Tristar Glass, Inc. ("Tristar") warrants its glass products against defective materials or workmanship in accordance with the terms of its Limited Liability Warranty applicable to the specific product being purchased. This warranty is made only to customers who purchase products directly from Tristar and is not for the benefit of any other party. Tristar's products are intended for installation and/or use by persons having the requisite skill and know-how to handle, install or use this product in accordance with the instructions published by the Glazing Association of North America (GANA). Failure to comply with GANA standards will void Tristar's Limited Warranty. Breakage is not covered under this warranty. In the event a glass product is found and verified by Tristar to be defective and is otherwise covered under the terms of Tristar's Limited Liability Warranty, Tristar will replace the unit without charge, FOB nearest shipping point to the place of installation or, at Tristar's option, refund the purchase price of the glass. In no event will Tristar's total aggregate liability exceed the purchase price of the glass unit. If Tristar elects to replace the defective unit, Tristar will not be liable for any other expenses, including, but not limited to, removal of the defective unit, installation of replacement units, any labor, materials and/or any other damages, including incidental, indirect, special or consequential damages, or any other losses or damages of any

TULSA

1120 MAIN PARKWAY
CATOOSA, OK 74015

DALLAS

1790 WESTPARK DRIVE
GRAND PRAIRIE, TX 75050

HOUSTON

19522 ALDINE WESTFIELD
HOUSTON, TX 77073

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G L A S S P R O D U C T S

nature whatsoever. Further, the warranty of the replacement glass will be limited to the remainder of the warranty period of the original glass.

Tristar's Limited Liability Warranty is applicable only if the glass is installed, handled, unloaded and stored in accordance with Tristar's instructions and if the glazing compound used in installation is compatible with our insulating glass sealant. Tristar reserves the right to have all glass reported as being defective under this warranty field inspected by a Tristar representative and/or have the allegedly defective material returned to Tristar for inspection before any warranty claim is initiated.

The Purchaser's exclusive remedy is limited to the legal remedies described in this document and as further specified and limited by the Limited Liability Warranty terms applicable to the specific product being purchased. Tristar will not be liable for any incidental or consequential damages of any kind. Tristar's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale.

6. Tristar's Limited Liability Warranty is given only to the Customer who is the first non-consumer purchaser of Tristar's products, and is not given to any subsequent owners or any other user of such products or to any other person or entity.

7. THE PRECEDING EXPRESS LIMITED WARRANTIES, AND THE SPECIFIC LIMITED LIABILITY WARRANTY TERMS INCORPORATED HEREIN BY REFERENCE AND AS ARE APPLICABLE TO THE TYPE OF PRODUCT PURCHASED, ARE THE EXCLUSIVE WARRANTIES MADE BY TRISTAR AND TRISTAR MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED.

8. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT, AND THE SPECIFIC LIMITED LIABILITY WARRANTY REMEDIES INCORPORATED HEREIN BY REFERENCE AND AS ARE APPLICABLE TO THE TYPE OF PRODUCT PURCHASED, WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AGAINST TRISTAR FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR ANY DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TRISTAR'S NEGLIGENCE. TRISTAR WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON.

9. Tristar will not be liable for any damages, penalty, or liquidated damages caused as a result of any delay in delivery or failure to deliver due to any cause beyond Tristar's reasonable control, including, without limitation, Act of God; act of the Customer; embargo, tariff or other governmental act, regulation or request; fire; accident; strike; slowdown; war; riot; flood; delays in transportation; or inability to obtain necessary labor, materials or manufacturing facilities ("Force Majeure Events"). In the event of any Force Majeure Event, Tristar shall be entitled to extend scheduled delivery dates for a period of time equal to the time lost by reason of the Force Majeure

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Event.

10. Customer agrees to indemnify and hold Tristar harmless from and against any and all damages, claims, and other losses of each and every kind and nature whatsoever made against Customer and/or Tristar (including, without limitation, all costs and attorney fees incurred by Tristar), to the extent that such claims or losses are not expressly covered under the terms of Tristar's Limited Liability Warranty.

11. Customer agrees that any disputes between the parties shall be governed by and construed in accordance with the laws of the state of Oklahoma. Customer further agrees that the sole and exclusive venue for any claims related to or arising from customer's purchases shall either be in the District Court in and for Tulsa County or in the United States District Court for the Northern District of Oklahoma.

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