



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 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 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 is not paid when due, 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. Tristar will provide to Customer a Limited Warranty on its units for a period of ten (10) years from the date of unit manufacture, or for a period of up to ten (10) years from substantial completion of a commercial job utilizing its units when specified in writing by Tristar, but the term of such Limited Warranty period shall in no event exceed eleven (11) years from the date of unit manufacture. Notice of any claims made under Tristar’s Limited Warranty must be received by Tristar within the above stated warranty period or will not be covered. Under the terms of Tristar’s Limited Warranty, Tristar warrants that under normal conditions dust, film, or moisture will not occur on the interior surface of the unit. Tristar’s Limited Warranty shall be void under any of the following circumstances: (a) if the alleged defect results from misuse of the unit; (b) if the unit is glazed in a high moisture area, such as around swimming pools or hot tubs; (c) the unit must be vertically glazed and no sloped glazed application will be warranted; (d) the unit must be supported mechanically on all sides or will not be warranted; (e) the glazing system must be weeped to prevent water accumulation in the glazing cavity or will not be warranted; (f) the glazing system must provide a minimum of 7/16” stop coverage to protect sealant from UV rays or will not be warranted; and (g) the unit must be installed according to standard industry glazing practices or will not be warranted. Items (c), (d), and (f) do not apply to units made with a two-part silicone as the secondary structural seal.
4. Tristar’s sole obligation under its Limited Warranty shall be, at its option and at its own cost, to replace any unit which is shown to Tristar’s satisfaction to be defective. Tristar shall have no obligation under its Limited Warranty other than to provide a replacement to Customer for any defective unit(s) and Tristar shall not under any circumstances be obligated for any reinstallation costs or charges. The maximum extent of Tristar’s total liability under its Limited Warranty, regardless of the number of any defective units supplied, shall in no event under any circumstances ever exceed its obligation to provide a replacement for any defective unit(s). Tristar’s Limited Warranty shall only apply to defective units and shall not

apply to any unit failure caused by improper installation, breakage, or as otherwise specifically excluded under numerical paragraph 3 above. Further, no unit will be considered to be defective or covered under Tristar's Limited Warranty based on tempered distortion on unit sizes exceeding thirty five (35) square feet or on unit deflection on any sized unit.

5. The preceding Limited 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.

6. THE PRECEDING EXPRESS LIMITED WARRANTIES 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

7. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT 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.

8. 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 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 Event.

9. In the event that any dispute arises with between Tristar and Customer, the parties shall endeavor to resolve their dispute through mediation in accordance with the mediation rules of the American Arbitration Association as a precondition to seeking arbitration or any other remedies. In the event that the parties are unable to resolve their dispute through mediation, then the parties shall resolve any dispute between them through binding arbitration in accordance with the then existing commercial rules of the American Arbitration Association. The parties shall share the mediator/arbitrator's fees and any filing fees equally, and agree that the award rendered by the arbitrator(s) shall be final, and judgment may be entered on that award in any court having jurisdiction thereof.