

## TERMS & CONDITIONS

### QUOTATIONS

1. Prices quoted to U.S. customers are in U.S. funds; Canadian customers in Canadian funds.
2. To quoted prices add any applicable taxes and duties.
3. Quotations are valid for 30 days unless otherwise stipulated.
4. All square foot pricing is invoiced to the next even dimensional inch and incorporates a 5 square foot minimum per piece.
5. Standard boxing is based on 2,000-pound cases. Special boxing is available provided all requirements are submitted at time of initial order and may be subject to additional charges.

### SAMPLES

1. Samples are provided as stipulated on respective quote. Extra charges may apply for additional sample(s) required unless previously arranged.

### CHANGE ORDERS

1. Change orders, add-ons or replacement orders will be re-quoted. Please contact our Sales department.
2. Cancelled orders are subject to charge for the order in full, or the amount of work already competed prior to order being cancelled.
3. Requests to reschedule orders after they have been placed into production are granted at the discretion of Goldray, and may be subject to additional charges.

### PRODUCTION & QUALITY ASSURANCE

1. All products requiring heat treatment will be processed through a horizontal tempering furnace to ensure all roller wave runs parallel to the width dimension. For orders that contain pieces which exceed 84" in width, roller wave requirements must be established prior to production.
2. Goldray cannot accept templates. Custom shapes must be submitted as a CAD file or shop drawing with geometric representation.
3. Goldray will keep silkscreen patterns in stock for the duration of the original order. After this period, additional silkscreen charges may be incurred for replacement pieces or additional releases.
4. All goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices and practical testing and inspections methods unless otherwise agreed in writing by Goldray.

### FREIGHT & DELIVERY

1. Prices and set up charges are based on one order, one shipment. Multiple releases shall be subject to additional set up and/or freight charges unless otherwise stated.
2. Orders are quoted FOB Goldray, Calgary, unless stated otherwise in writing. Purchasers take ownership of orders at the Goldray Calgary plant.
3. Goldray may arrange for freight and export fees at the purchaser's request. Any freight charges will be quoted separately.
4. Where Goldray arranges to ship goods for the customer, delivery is based on 53 foot trailer delivered to warehouse dock where forklift will be required. Site deliveries may be arranged if conditions permit and must be coordinated at time of purchase order. Any non-standard delivery or arrangements will be the responsibility of the purchaser and will be quoted separately upon request.

### DEPOSITS, TERMS, CREDIT & US TAXES

1. A minimum 30% non-refundable deposit is required on all orders regardless of prearranged credit terms, and must be received prior to production, unless otherwise agreed upon, in advance. Credit terms do not apply to deposits.
2. The received deposits will be applied to the final amount owing for the project, and any remaining balance will be due upon completion of the project and the issuance of the final invoice.
3. All purchase orders are received on a cash basis unless Buyer has established a satisfactory credit account. Goldray may, in its sole discretion, agree to grant credit terms to buyer after a credit application is completed and processed. Goldray will not be liable to Buyer for any refusal to grant credit.
4. Once an account has been established, Goldray's credit terms are net 30 days from date of invoice, unless otherwise agreed upon. Any credit terms are subject to Goldray's continuing approval of Buyer's credit. If in Goldray's sole discretion Buyer's credit or financial standing become unsatisfactory, Goldray may withdraw or modify the credit terms.
5. Overdue accounts will be charged interest at the rate of 1.5% per month. Buyer shall be responsible for Goldray's costs of collection including reasonable attorney's fees in the event of nonpayment.
6. Goldray is not a collector of US or state taxes. As title for products transfers upon delivery to a foreign destined common carrier, the responsibility for such taxes falls on the purchaser.

### DAMAGED MATERIALS AND CLAIMS

1. For your own protection, if there is damage to the crate or breakage to the glass, please note this information on the bill of lading and forward it to Goldray Glass immediately. Goldray will submit a freight claim with the carrier on your behalf. **If damage is not noted on the bill of lading at the time of delivery, all chances of a claim are null and void.**
2. If any product or packaging appears to be damaged, retain all the case tickets or tags and any other physical evidence and then notify us within 48 hours of delivery. All supporting evidence will be required.
3. Any hidden damage must be reported to Goldray Industries within 48 hrs. of delivery.
4. Glass breakage, including spontaneous breakage in tempered glass, is specifically excluded from all Goldray product warranties. Goldray warrants glass from date of manufacture.

### STORAGE & HANDLING

1. All glass products, whether crated or uncrated, must be stored indoors in a clean, dry area and protected from the elements.
2. Refrain from excessive moving of glass or crates which may also cause damage from friction or vibration.
3. Goldray's warranty is void for any glass that is damaged due to improper storage or handling.

### WARRANTY

1. Goldray provides a limited warranty. Its terms are set out in our separate warranty certificate available upon request.
2. Goldray will not accept any charge or expense, including labour, for modification, removing, inspecting or installing the goods. Goldray's warranty will be void if full payment is not received for goods and services within the agreed upon terms of sale.
3. **GOLDRAY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. GOLDRAY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**