



General Terms and Conditions

1. Quotation

The Seller's Quotation represents the Seller's offer to the Buyer and becomes binding upon the terms and conditions set forth herein when accepted by the Buyer. Any acceptance of the offer contained in the Quotation is expressly limited to the terms and conditions incorporated in the Quotation. No revisions to the terms and conditions contained in the Quotation shall be valid unless in writing and signed by an authorized officer of the Seller. No additional or different terms stated in any acceptance by the Buyer shall be binding upon Seller if such terms and conditions conflict with, are inconsistent with, or are in addition to the terms and conditions contained in the Quotation. Any such additional or different terms are specifically objected to by the Seller. In the event the Buyer's acceptance contains any additional or different terms, Seller reserves the right to reject the acceptance in its entirety and void any contract that may have been formed from such non-complying acceptance. The rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

2. Acknowledgement

The Buyer is responsible for supplying the seller with accurate specifications, measurements, drawings, structural and load calculations, and if necessary, patterns to process the glass as specified. The Buyer is responsible for ensuring that the product will comply with all applicable safety codes, structural and longevity requirements, and for installing the glass in a way that it will perform as the design intent requires it to.

The Seller will manufacture the products sold to the Buyer according to the written measurements, shop drawings, and specifications approved by the Buyer. The Seller is not responsible for any design, calculations, specifications, measurements, installation details, knowledge of product final application and proper use, details, and effects of prior designs other than its own manufacturing processes.

The Seller strongly suggests that before placing a purchase order, the purchaser verifies structural and load calculations, and final field dimensions.

The terms and conditions contained in the Acknowledgement shall constitute the entire agreement between the parties. All proposals, negotiations, and representations, if any regarding this transaction and made prior to the date of this acknowledgment are merged herein.

3. Transportation Charges and Conditions

All shipments will go out FOB as indicated in Seller's "Order Confirmation". The Seller may offer different options of freight companies, but the Buyer is free to choose its carrier from the Seller's plant to its final destination. The Seller is not responsible for loss, damage, or delay by the carrier, and all freight claims shall be processed and paid for by the Buyer.

(a) Seller's terms of sale are FOB the Seller's plant. The product becomes the Buyer's or consignee's property and responsibility when signed for by the common carrier. The risk of loss for the product passes from the Seller to the Buyer when the product is delivered to the common carrier. The Seller cannot honor claims or back charges for concealed damage, and

Please contact our Sales Team regarding any specific design criteria or quoting considerations you may have:

Toll-Free: 800.827.6049 e-mail: sales@crisacurva.com www.crisacurva.com



General Terms and Conditions

Seller urges the Buyer to inspect shipments for damage before signing a clear receipt. Seller assumes no responsibility for breakage, rubs, edge chips, scratches, or any other defects in the product that arise after the product is delivered to the shipping company. Seller is not responsible for any loss, damage, including incidental and consequential damage, or delay occurring while the product is in the possession of the shipping company. Claims for breakage, rubs, edge chips, scratches, or any other defects shall be filed directly with the shipping company. In this case, the Buyer must notify the Seller of any breakage, damage, or non-conformance to the specifications signed by the customer and detailed in the documents contained in our "Order Confirmation" within five days after receipt of material. The Seller will not accept claims after this period, particularly when the claim is for chipped, scratched, or broken glass.

(b) The Seller may elect to deliver the product in its own vehicle. When the Seller elects to make delivery in Seller's vehicle, the Buyer shall inspect the product immediately upon delivery and shall clearly note in writing any and all breakage, rubs, edge chips, scratches, or any other defects or missing pieces on the "Delivery Ticket". The Seller shall not be responsible for such described damages, defects, or missing pieces unless they are clearly noted in writing on the "Delivery Receipt". The Seller is not responsible for unloading from its vehicle. At its own expense and risk, the Buyer will arrange to unload the product from the seller's vehicle.

4. Inspection

The Buyer may inspect or provide for inspections at the place of manufacture. Such inspections shall be conducted so as to not interfere unreasonably with the manufacturer's operations, and consequent approval or rejection shall be made before shipment of the product. Notwithstanding the foregoing, the Buyer shall inspect the product immediately upon receipt of same, and if the same shall appear not to conform to the specifications laid out in the documents of the order confirmation sent to the Buyer by the Seller, the Buyer shall accept all conforming product and shall notify the Seller in writing and with the required evidence within five days after material receipt of any non-conforming product. The Seller will not accept claims after this period. The Buyer must afford the Seller a reasonable opportunity to inspect the same. No product shall be returned without the Seller's prior consent. In the event of a non-conforming product, the Seller reserves the right to cure any such non-conforming product within a reasonable time, even if that reasonable time requires an extension beyond any time for performance agreed to by the Seller and the Buyer. The Buyer is responsible for any cost implications of installing a product that does not conform to specifications.

5. Permissible variation, standards, and tolerances

All products, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with regular factory processes. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all products shall be produced in accordance with ASTM standards or the Seller's "Standard Guidelines and Tolerances Sheet" which are sent to the Buyer along with each order.

6. Disclaimer of warranties

SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN WRITING AUTHORIZED BY SELLER. The Buyer accepts the product "as is" and

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“with all faults.” THE SELLER EXPRESSLY DOES NOT WARRANT AGAINST GLASS BREAKAGE. The Seller and/or Seller’s agents, and employees shall not be liable, to any extent whatever, for the selection, quality, condition, merchantability, suitability, fitness, operation, or performance of the product. Without limiting the generality of the foregoing, the Seller shall not be liable to the Buyer or any third party for any liability, claim, damage, loss, or expenses of any kind or nature (including but not limited to strict liability in tort) directly or indirectly arising from the Buyer’s possession, operation, control, or use of the product or directly or indirectly caused by any inadequacy, deficiency or defect in the product.

7. Buyer’s exclusive remedy

In all cases, the Seller’s liability for non-conformance to Buyer’s purchase order shall be limited to replacement of the defective or faulty product to correct specifications F.O.B. the Seller’s plant or, at Seller’s option, the refund of the original purchase price of the product. Any replacement unit will be manufactured with the exact originally required specifications and measures. If the Buyer requires to change any specification in the replacement unit, including sizes, thickness, colors, or any other one, the glass will be considered a new unit, and therefore the Buyer will pay for the product. In instances where the Seller has processed glass or other materials supplied by Buyer, the Seller’s liability shall be limited to the same processing of additional glass or materials to be supplied by the Buyer at no cost to the Seller, F.O.B. the Seller’s plant. Under no circumstances shall the Seller be liable for the cost of any labor expended by others on any such product, the cost of removal or installation of the product, the cost of replacement of the product, or for any incidental, consequential, punitive, or other damages in connection with the use of the product. THIS LIMITED REMEDY SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY.

8. Terms of payment

Terms of payment shall be subject to provisions of credit approval and stated in the seller’s order confirmation form and invoice. All funds are to be in U.S. dollars. All federal, state, or municipal taxes imposed by virtue of the sale shall be added to the invoice and paid by the Buyer. All payments shall be made payable to the Seller: Cristacurva LLC.

9. Default

The Buyer shall have defaulted if it (a) fails to make any required payment by its due date; (b) fails to comply with any other obligation imposed by this Agreement; (c) makes a material misstatement in any document supplied or representation made herein or in connection therewith; (d) generally is not paying its debts when they become due or becomes insolvent; (e) comes under the protection of any law relating to bankruptcy, insolvency or otherwise affecting creditor’s rights, whether voluntarily or involuntarily; (f) proposes any dissolution, liquidation, reorganization, recapitalization or other winding up of corporate affairs; (g) proposes any assignment for the benefit of creditors; (h) comes under the control of a receiver, trustee, custodian, or similar entity; or (i) fails to comply with any other obligation imposed by law.



General Terms and Conditions

10. Seller's rights upon default by the Buyer

If payment is not received within 10 business days after a request for the outstanding payment, additional collection and/or warehousing fees will be charged.

Upon default by the Buyer, the Seller may, at its own discretion, (a) cancel this Agreement; (b) immediately demand payment for a product that has already been delivered to a common carrier or the Buyer; (c) immediately demand payment of any and all other amounts due on this contract; (d) recover possession of the previously delivered product in accordance with its security interest; and/or (e) sell, resell, or otherwise dispose of the product. These remedies are cumulative and not mutually exclusive. Enumeration of these remedies does not, in any way, limit any other remedies that may be available to the Seller at law or in equity.

11. Attorneys' fees and costs

If the Buyer defaults, then the Seller shall be entitled to recover from the Buyer any fees, including collection fees and attorneys' fees, and costs associated with any efforts required by the Seller to collect the amounts due under this Agreement. If the Buyer defaults, the Buyer shall reimburse the Seller for any and all commercially reasonable incidental charges, expenses, or commissions incurred in repossessing, transporting, caring for, and reselling the product.

12. Choice of law and forum

This Agreement shall be construed under the laws of the Commonwealth of Texas. Any dispute arising from or relating in any way to the offer, acceptance, or acknowledgment giving rise to this transaction or contract, shall be brought in the state court of appropriate jurisdiction in Harris County, Texas or, in the federal court located in Houston, Texas.

13. Taxes

Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of any of the product covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof, in addition to the purchase price, delivery costs, and other expenses, to the Seller upon demand and such amounts shall not be subject to any cash or other discounts.

14. Delay

Anticipated scheduling of production will be issued upon receipt of a purchase order, receipt of down payment, and production measures. Situations beyond our control including, but not limited to: availability of the primary glass, interlayers, other materials, excessive glass breakage during the fabrication, and other causes deemed as force majeure may cause delays and will not be considered a late order.

The Seller shall not be liable for any costs incurred by Buyer or for any special, direct, indirect, incidental, or consequential damages to anyone by reason of any delay in performance or failure to deliver the product within the time limit specified by the Buyer or stated by the Seller.



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15. Patents, copyrights

The Buyer guarantees that the use of any designs, drawings, plans, specifications, or materials provided to the Seller by the Buyer shall not infringe upon any United States or foreign patents or copyrights. Buyer shall save, hold harmless, and indemnify the Seller and/or the Seller's employees, agents for any loss, damage, or liability which may be incurred by the Seller as a result of infringement or alleged infringement of patent or copyright rights with respect to such designs, drawings, plans, specifications, or materials provided by the Buyer. The Buyer shall, at its own expense, defend any action, suit, or claim in which such infringement is alleged against the Seller and/or the Seller's employees, agents.

16. Change order or cancellation charges

The Seller cannot accept cancellations or changes at less than full charge once the glass is processed. All cancellations or changes requested after the order Acknowledgment has been signed by the Buyer will be invoiced for whatever costs or changes are already incurred. Any replacement order or change order will be invoiced at the regular billing price.

17. Installation

The Buyer must always inspect the glass before installing it and it is the Buyer's responsibility to avoid installing a product that does not conform to the required specifications.

The Seller is not responsible for complications sustained during installation. The frame where the glass will be installed must be proper and should account for the allowable tolerances described within tolerance sheets.

Accepted handling and safety procedures commonly observed in the glazing industry are applicable, and care should be taken during handling and installation as glass edges are susceptible to spalling or chipping.

If the glazing units are insulated, laminated, or a combination thereof, compatibility of the glazing-sealant with the insulating or laminating material is the sole responsibility of the Buyer.

There are no understandings or agreements with respect to this order other than those expressed herein. This document is the entire agreement by and between the stated parties.