

TERMS & CONDITIONS OF SALE

Vortex Glass LLC. is a wholesale distributor selling various products ("Vortex Glass"). You ("Buyer") desire to purchase products from Seller. Buyer and Vortex Glass agree that the following terms and conditions apply to each sale.

1. Vortex Glass agrees to supply only the goods or services described in the Sales Order or Sales Quote (Quotation/Proforma Invoice), which may vary from jobs specifications and/or purchase orders.
2. Any items omitted in the Sales Quote or Sales Order are excluded. The price is based solely upon the particular specifications, drawings, makeups, or other contract documents, which are specifically identified in the Sales Quote or Sales Order.
3. The date for delivery shown on the face of the Sales Order is an estimate only. Vortex Glass will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of the cause.
4. No retainage is allowed.
5. Custom orders which are completed and are unable to be accepted or delivered within 30 days of the original delivery date are subject to storage charges. Fees will be assessed at \$10.00 per order per day. Vortex Glass will not be liable for damage to materials stored longer than 30 days nor will Vortex Glass be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by Vortex Glass in any product materials.
6. Vortex Glass prices stated in our price lists or website, might change at any moment without notice to our customers. Vortex Glass reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors.
7. Vortex Glass may, in its sole discretion, agree to grant credit terms to Buyer. Vortex Glass will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to Vortex Glass continuing approval of Buyers credit. If in Vortex Glass sole discretion Buyers credit or financial standing becomes unsatisfactory Vortex Glass may withdraw or modify the credit terms. Buyer shall be responsible for Vortex Glass costs of collection including reasonable attorney's fees in the event of nonpayment.
8. Vortex Glass follows the ASTM International standards. Unless otherwise agreed in writing by Vortex Glass, all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade and practical testing and inspection method.
9. Vortex Glass has no architectural system design or application responsibility to Buyer or any third party. Vortex Glass shall not be liable under any circumstances for incidental or consequential Damages.
10. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee.
11. All returns or exchange of goods are for standard stock products only and must be made within the 90 days of the original purchase date. Products must be returned in the original packaging and in new condition. Refund for return products are allowed within 30 days using the same method of payment as originally purchased. Custom manufactured goods may not be returned to Vortex Glass for credit without prior written consent.
12. After Buyers order has been accepted by Vortex Glass, the order may not be modified, canceled or changed without Vortex Glass consent. Buyer shall be responsible to Vortex Glass for reasonable cancellation or order change charges.

13. Vortex Glass provides a limited warranty. Its terms are set out in Vortex Glass separate warranty certificate available on www.Vortexglass.com. Vortex Glass will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. Vortex Glass may void the limited warranty upon products for which Vortex Glass has not been paid. Vortex Glass limited warranty as provided to Buyer may only be modified upon written approval of Vortex Glass. Any verbal representations intended to modify any existing Vortex Glass warranty shall be invalid and unenforceable against Vortex Glass.
14. Vortex Glass 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. Vortex Glass shall not be liable under any circumstances for incidental or consequential Damages.
15. After Buyers order has been accepted by Vortex Glass, the order may not be modified, canceled or changed without Vortex Glass consent and an equitable adjustment are made if necessary, to the price and delivery terms. Buyer shall be responsible to Vortex Glass for reasonable cancellation or order change charges.
16. Buyer shall inspect the goods upon receipt and promptly notify Vortex Glass of any claim that the goods are nonconforming. Vortex Glass shall be allowed reasonable opportunity to inspect and cure any claim of alleged nonconformity. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with Vortex Glass operations and the consequent approval or rejection shall be made before shipment of the goods.
17. Buyer acknowledges that the quoted prices do not include freight outside of Florida, sales/use taxes, or any other state, local, and federal taxes and/or assessments that may be payable on the transaction unless otherwise stated in writing by Vortex Glass. All additional delivery costs arising from local labor agreements shall be borne by the buyer.
18. Buyer acknowledges they are liable for State and local sales/use tax for the goods they are purchasing unless Buyer provides a valid copy and properly executed sales/use tax exemption certificate prior to the invoicing of the order. Therefore, this order will be taxed in accordance with State and local tax laws to where the product is being shipped. Once you are invoiced by Vortex Glass it is your responsibility to make payment in full to Vortex Glass.
19. All square foot pricing is invoiced rounding to the next dimensional inch.
20. All Orders are subject to and Buyer is bound by Vortex Glass Terms of Sale without change, unless otherwise set forth in writing and accepted in writing by Vortex Glass. To the extent any other terms and/or conditions from any other source, including Buyer, are deemed to conflict with Vortex Glass Terms of Sale, Vortex Glass Terms of Sale will govern.
21. Under no circumstances shall Vortex Glass be liable to or agree to indemnify Buyer or any third party for any loss, costs, damage or expense (including attorney's fees) resulting from Buyer's or any third party's actions or conduct. Buyer shall indemnify and hold Vortex Glass and its employees, agents, assigns and heirs harmless from and against any loss, costs, damage, or expense (including attorney's fees) resulting from any charge or claim of personal injury or property damage arising out of Buyer's performance under this order or Buyer's negligence or willful misconduct.
22. This agreement shall be governed and construed according to the laws of the State of Florida.