



**SCHOTT Gemtron Corporation  
General Terms and Conditions**

1. **CONDITIONAL ACCEPTANCE OF ORDER:** SCHOTT Gemtron Corporation's ("SCHOTT Gemtron") acceptance of customer's order and therefore, the formation of a valid contract for sale, is **EXPRESSLY CONDITIONED** on customer's acceptance of the general terms and conditions as set forth herein and any additional terms and conditions indicated on the face of SCHOTT Gemtron's Conditional Acceptance of Order Form or quotation form. Customer will be deemed to have accepted these general terms and conditions and any general terms and conditions indicated on the face of SCHOTT Gemtron's Conditional Acceptance of Order Form or quotation form unless customer shall object thereto in writing within five days from receipt of SCHOTT Gemtron's Conditional Acceptance of Order Form or quotation form or upon acceptance of all or any parts of the goods ordered, whichever occurs first.
  
2. **ADDITIONAL TERMS AND CONDITIONS:** The terms and conditions as set forth on the SCHOTT Gemtron's Conditional Acceptance of Order Form, quotation form, or price lists shall be considered additional terms and conditions of this sale. SCHOTT Gemtron and the purchaser acknowledge that all of the terms and conditions applicable to this sale reflect an acceptable allocation of the rights and obligations of the parties to this sale.
  
3. **EXPRESS WARRANTIES:** SCHOTT Gemtron Corporation, hereafter known as SCHOTT Gemtron, warrants its products, to its original purchaser only, subject to the following conditions and restrictions for the period of time indicated. **SCHOTT GEMTRON ASSUMES NO RESPONSIBILITY FOR GLASS BREAKAGE.**
  - a. **TEMPERED GLASS:** SCHOTT Gemtron warrants for a period of one year from the date of SCHOTT Gemtron's sale that its tempered glass will meet, at the time of the sale, specifications as defined by ASTM Standard Specification for Heat Treated Glass C 1048, Kind FT, Condition A and either ANSI Z97.1, CPSC 16 CFR 1201 Category II or ANSI Z26.1 (AS-2 or AS-3) as specified by the purchaser.

**CAUTION:** SCHOTT Gemtron tempered glass must not be modified or receive any fabrication such as grinding, drilling, sand blasting, etc., subsequent to tempering. Such modification or additional fabrication may seriously weaken the glass or impair its tempered characteristics and also voids any SCHOTT Gemtron warranty provisions.
  - b. **OTHER FLAT GLASS PRODUCTS:** SCHOTT Gemtron warrants for a period of one year from the date of SCHOTT Gemtron's sale that all its flat glass products other than products with their own individual warranties (preceding paragraph 3a) will meet, at the time of the sale, specifications as defined by ASTM Standard Specification for Flat Glass C-1036.

**NOTE: THIS WARRANTY IS VOID IF THE PRODUCT IS DAMAGED IN HANDLING OR INSTALLATION OR THE PRODUCT IS BROKEN.**

4. **LIMIT ON REMEDIES IN EVENT OF FAILURE:** In the event any SCHOTT Gemtron product fails to perform as warranted, SCHOTT Gemtron's sole responsibility and **PURCHASER'S SOLE AND EXCLUSIVE REMEDY** under any warranty, contract, negligence or other claim of liability shall be limited to a refund of SCHOTT Gemtron's original selling price or, at SCHOTT Gemtron's option, furnishing the purchaser with another product without charge F.O.B. the shipping point nearest the product's installation. In no event shall SCHOTT Gemtron be liable for cost incurred in the removal of failed products, the installation of replacement products, **OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED AS NON-PERSONAL INJURY LOSSES.** In the event a product is replaced pursuant to any applicable SCHOTT Gemtron warranty, the replacement product is warranted only for the remainder of the warranty period applicable to the original product.
5. **DISCLAIMER OF IMPLIED WARRANTIES FOR ALL PRODUCTS:** SCHOTT GEMTRON MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF USE, OR ANY OTHER MATTER. In particular, SCHOTT Gemtron assumes no responsibility for glass breakage, improper usage, failure of products on account of faulty installation or building construction or design, improper handling, customer processing or fabrication (including application of coatings, films, etc.) or failure to follow SCHOTT Gemtron's instructions regarding the products. No distributor, representative agent or employee has the authority to alter or change any product warranty, either orally or in writing. SCHOTT Gemtron shall not be liable for any allegedly defective production unless SCHOTT Gemtron first has the right to inspect such product and verify the defective condition.
6. **SUITABILITY OF PRODUCTS:** Purchaser shall be solely responsible for determining the suitability for use of the products purchased from SCHOTT Gemtron. Representations by employees or agents of SCHOTT Gemtron (other than the warranties specified herein) concerning the suitability of SCHOTT Gemtron's products are not authorized by SCHOTT Gemtron and may not be relied upon by the purchaser.
7. **SAFETY SPECIFICATIONS:** Purchase orders for safety glazing materials must reference the safety standard to which the glass must be manufactured, certified and labeled.
8. **PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES:** Except in the particulars specified by purchaser and expressly agreed to in writing by SCHOTT Gemtron, all material shall be produced in accordance with SCHOTT Gemtron's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality; and deviations from tolerances and variations consistent with practical testing and inspection methods. Suppliers to SCHOTT Gemtron, and identity of the materials or components used in Schott Gemtron's products, shall be proprietary to SCHOTT Gemtron. SCHOTT Gemtron reserves the right at any time during performance of this order and without notice to or approval by Purchaser to substitute materials or components, of like kind, meeting or exceeding applicable regulatory agencies and meeting contract specifications, used for products manufactured for Purchaser under this order or to make any other modifications or changes to the Products or processes or equipment used in their manufacture that do not materially affect Product performance or compliance with the contract specifications.

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9. **CHANGES IN ORDER:** SCHOTT Gemtron reserves the right to void any quotation for price or terms in the event the customer to whom such quotation is made changes his order with respect to any factor reflected in price or other terms originally ordered or quoted.
  
10. **FORCE MAJEURE:** Shipment of goods is contingent upon strikes, work stoppages, accidents, production delays, shortages, acts of God, delays of carriers or priorities of government or any department or subdivision thereof or any other manufacture or shipment of the goods in accordance with the terms of this contract or its established practices and procedures.
  
11. **WE ASSUME NO RESPONSIBILITY FOR BREAKAGE IN TRANSIT:** Breakage on arrival should be noted on Bill of Lading and a claim filed **PROMPTLY** with carrier.
  
12. **PREVAILING PRICE:** Unless specifically indicated otherwise in writing, all orders at the prevailing price are deemed to be at the price prevailing the date of shipment.
  
13. **FINAL ACCEPTANCE OF ORDERS:** All orders are subject to final acceptance at SCHOTT Gemtron's General Office in Sweetwater, Tennessee. Conditional acceptance is evidenced by the mailing of SCHOTT Gemtron's Conditional Acceptance of Order Form or shipment of the ordered products and final acceptance is effective according to the provisions herein.
  
14. **CHANGE OF TERMS:** Prices, terms and conditions of sale are subject to change without notice.
  
15. **PRICE QUOTATIONS:** All prices are quoted in U.S. dollars.
  
16. **PAYMENT OF TAXES:** Any federal, state or municipal tax imposed by virtue of the sale hereunder shall be added to the invoice and paid by the purchaser without discount.
  
17. **NON-WAIVER:** Waiver by SCHOTT Gemtron of a breach of any of the terms and conditions of this sale shall not be construed as a waiver of any other breach. The mere passage of time shall not constitute a waiver under the terms and provisions of this sale.
  
18. **WAREHOUSING:** Prices in our price lists are for quantities ordered for production and shipment at one time. The warehousing charge of 1-1/2% per month will be applied to invoices covering material which has not been picked up or released for shipment within thirty days after notification that the order is ready.
  
19. **CANCELLATIONS:** Cancellation of any acknowledged order from SCHOTT Gemtron must be approved in writing by SCHOTT Gemtron's corporate office in Sweetwater, TN. SCHOTT Gemtron shall be entitled to receive, upon demand, liquidated damages of not less than 10 percent (10%) of the purchase price of the order, plus the cost of all materials and work furnished or done upon time of the cancellation by the purchaser.

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[www.schottgemtron.com](http://www.schottgemtron.com)

Page 3 of 3