

## 1. Conditional Acceptance

1.1. Unless otherwise agreed to and accepted by Vitrum Industries Ltd. and/or Vitrum Glass Ltd. (collectively, referred to herein as "Vitrum"), any Quote (a "Quote") issued by Vitrum may be accepted by Buyer only for the period provided on the Quote. Buyer's attempted acceptance of a Quote after this period creates no obligation on Vitrum unless such Quote is subsequently accepted by Vitrum in writing. "Buyer" means Vitrum's customer as specified on the Quote.

## 2. Terms and Conditions.

2.1. Any Quote is conditioned on Buyer's acceptance of these Sales Terms and Conditions (the "Terms"). Buyer shall be bound by these Terms without change, unless otherwise set forth in writing and accepted in writing by Vitrum. Any terms and conditions from any other source, including but not limited to, Buyer's Purchase Orders or acknowledgments for the purchase of goods prepared by Vitrum and provided to Buyer, are deemed excluded. These Terms shall control and take precedence over any conflicting terms and conditions in any other document. An "Order" or "Purchase Order" means Buyer's Purchase Order or any other order or contract form accepted by Vitrum in writing. A "Booking Order" means the confirmation document for the purchase of goods prepared by Vitrum and provided to the Buyer.

2.2. Vitrum may amend the Terms at its sole discretion at any time and will provide notice by publishing the most up-to-date Terms on the Vitrum website (the "Website"). The Buyer understands and agrees that all purchases will be governed by the most up-to-date Terms as published on the Website at the date of the issuance of the Purchase Order. The issuance of a Purchase Order by the Buyer constitutes consent to the Terms published on the Website at the time of the issuance of the Purchase Order.

## 3. Booking and Ordering.

3.1. A Booking Order must be signed before Vitrum can order any raw materials.

3.2. Non-stock raw materials may be pre-ordered based on the volumes indicated on the Booking Order. Any change in product type or volumes can result in a charge back to the customer.

3.3. Purchase Orders must be placed for all glass releases. The Purchase Order must include reference to the Booking Order number or the project name.

3.4. Confirmation will be sent for each Purchase Order. Buyer must review the delivery date to ensure the site will be ready to receive the order on that date. Orders held at shipping may incur additional charges.

## 4. Goods Furnished.

4.1. Vitrum agrees to furnish only the quantity and type of goods described in the Vitrum Order confirmation, Booking Order or Quote, which may vary from project plans, specifications, and/or Buyer's Purchase Order(s). Vitrum shall not be obligated to make any changes or additions to the goods described in the Vitrum Order confirmation, Booking Order or Quote unless Vitrum agrees in writing and, if necessary, an equitable adjustment is made to the price and delivery terms. Unless otherwise agreed in writing by Vitrum, all goods supplied by Vitrum under an Order, including those produced to meet an exact specification, will be subject to tolerances and variations consistent with usage of trade, regular Vitrum manufacturing practices or practical testing and inspection methods. Such tolerances and variations shall not create any separate Vitrum warranties.

## 5. Contract Price.

5.1. The "Contract Price" means the price for goods to be furnished by Vitrum as specifically identified on the Booking Order or Order confirmation, and which is based on the particular drawings or make-ups received by Vitrum. Any changes that affect lead times, cutting yields, project performance dates, project volumes, etc., may require a price adjustment.

5.2. All items omitted from the Quote and/or Booking Order are expressly excluded from the Contract Price, including but not limited to delivery and crating charges, energy surcharge, all edgework and fabrication costs, and final shape charges as will be determined upon receipt of details supplied at time of ordering.

5.3. All pricing is calculated by rounding sizes up to the next even inch (block size), with the exception of all shapes and templates, which, depending on glass thickness, will have 2 to 6 inches added to the block size.

5.4. The Contract Price is conditioned on payment by Buyer within thirty (30) days of the invoice date, and no retainage may be deducted by Buyer from the Contract Price.

5.5. Minimum Contract Price is \$100.00. All products have a ten (10) square foot minimum. All products over 50 square feet per piece or over 144 inches in length will have a minimum oversize charge of 50% unless otherwise indicated on the Quote.

5.6. Vitrum reserves the right to invoice Buyer for any and all unknown surcharges and miscellaneous costs assessed against Vitrum by its vendors after the Quote date or

Purchase Order date.

5.7. For Quotes/Purchase Orders for Canadian customers – unless otherwise indicated, all pricing is in Canadian dollars. For Quotes/Purchase Orders for customers in the USA and all countries other than Canada – unless otherwise indicated, all pricing is in US dollars.

## 6. Technical

6.1. All units are dual sealed with Butyl and Silicone except as indicated on Booking Order and all subsequent Purchase Orders.

6.2. ICD OpaciCoat®, roll-coat ceramic frit and DecorCoat™ are not recommended for use in vision applications.

6.3. If fall out protection is required on OpaciCoat® it must be specified at the time of quoting and on each subsequent Purchase Order.

6.4. Unless otherwise specified, roll wave distortion will run parallel to the width of the glass. Sizes on the Purchase Order are assumed to be width x height, as per industry standards. If distortion is of a concern Vitrum recommends the viewing of a full-size mock-up prior to the order being processed. However, mock ups do not show the full range of product quality possibilities.

6.5. Heat treated and product makeups with multiple layers of glass will have inherent visual distortion. If your project uses this glass type, a full-size mock-up is advised. This mock-up should be approved before the order is processed. A technical bulletin discussing visual distortion is available on the Website.

6.6. Vitrum manufacturing practices regarding argon filled units will meet or exceed BS EN 1270-6:2002 and BS EN 1270-3:2002 and therefore Vitrum does not provide any warranty or guarantee on argon content or effectiveness outside of this.

6.7. Vitrum shall not be liable for any error or omissions in glass specifications.

6.8. Vitrum does not recommend warm edge energy efficient spacer bar for Structural Sealant Glazing (SSG) for aesthetic reasons. For the best aesthetic results Vitrum highly recommends black aluminum spacer, black primary sealant and black silicone for SSG.

6.9. Samples supplied by Vitrum are chargeable and provided on annealed glass whenever possible and are intended to demonstrate overall aesthetic effects, enable material testing when specified and to ensure design goals are being met or exceeded. Samples are not a quality guideline as they do not represent the full range of the project.

6.10. Vitrum standard site-line is 7/16 of an inch. If loading conditions require additional silicone, this must be requested and will carry an additional charge.

6.11. Heat soak testing is available and recommended for all tempered glass to reduce the risk of spontaneous breakage due to nickel sulfide inclusions.

6.12. Vitrum relies upon the glazing contractor, architect and the design/specification community to ensure that glass/glazing products ordered meet design requirements and relevant building codes.

6.13. Vitrum's products are manufactured to meet or exceed the applicable ASTM and Canadian Standards on the date of manufacture.

6.14. The Buyer must inform Vitrum of any specific capillary tube requirements pertaining to any change in elevation on the Purchase Order.

## 7. Order Holds; Cancellation.

7.1. After Buyer's Order has been accepted by Vitrum, the Order cannot be put on hold, modified, canceled or changed without Vitrum's written consent.

7.2. In the event that Buyer places any Order on hold for more than thirty (30) days, Buyer shall be responsible for, and reimburse Vitrum for, twenty-five percent (25%) of the Contract Price as a result of the hold.

7.3. If Buyer cancels any Order, Buyer shall be responsible for payment to Vitrum for reasonable cancellation or order change charges. Such cancellation or order change charges may include, but not be limited to, the Contract Price for all goods shipped by Vitrum to Buyer, the Contract Price for all finished goods inventory in the possession of Vitrum, all other direct costs incurred by Vitrum to the extent not able to be mitigated using reasonable mitigation efforts, and storage charges as outlined in Section 9 of these Terms.

7.4. If at the time the Buyer cancels the Order Vitrum has work in process with respect to the Order on any of its shop floors, Vitrum shall be allowed to finish the production on the goods that are on the shop floor at the time the Order is canceled, place the goods in finished goods inventory, and bill the Buyer the Contract Price for such goods.

7.5. Vitrum reserves the right to withdraw or cancel any Quote or Order and terminate supply if the Buyer has engaged with a company on Vitrum's list of

unauthorized consultants or contractors. This list is available upon request. In the event Vitrum cancels an Order, the Buyer shall be responsible for payment to Vitrum of the portion of the Contract Price applicable to the goods supplied.

**8. Delivery; Title to Goods and Risk of Loss.**

8.1. The delivery date, if specifically stated on the Purchase Order, is an estimate only and Vitrum shall not be bound by such date.

8.2. Vitrum shall not be liable for direct, incidental or consequential loss or damage to Buyer, or to any third parties, due to delay or not delivering in accordance with the estimated delivery date regardless of the cause. Buyer has the option of picking up the goods at the Vitrum facility.

8.3. If Buyer does not elect to pick up the goods at the Vitrum facility, Vitrum will select the method of delivery to the Buyer.

8.4. Title to the goods shall pass at the time the goods leave the Vitrum facility unless otherwise set forth in writing by Vitrum. If full payment of the Contract Price is not received by Vitrum at the time the goods leave the Vitrum facility, passage of title to the goods shall be deferred to the date full payment is received by Vitrum. Regardless of whether title passes at the time of shipment Buyer agrees to assume risk for loss of, or damage to, the goods from time to time.

8.5. Risk of loss shall be transferred to the Buyer in accordance with the applicable project shipment and delivery Incoterms except as set out in Section 8.4.

8.6. If Vitrum delivers goods to the Buyer by way of an A-Frame or L-Rack (the "Racks"), the Racks remain the property of Vitrum and the Buyer will exercise reasonable care while the Racks are in their possession and ensure the Racks timely return to Vitrum's facility. Racks which are not returned within fourteen (14) days will be subject to a daily rental fee of \$20.00 per Rack.

8.7. If Vitrum delivers goods to the Buyer by way of a container, the container does not remain the property of Vitrum and does not need to be returned to Vitrum's facility and will not be accepted by Vitrum. The Buyer will pay Vitrum a container charge and container delivery fee per container for this method of delivery.

**9. Storage.**

9.1. Any completed Orders that Buyer fails to accept delivery of goods by the delivery date stated on the Booking Order, or Order confirmation, shall be subject to storage charges at a rate of \$10.00 per container per day and a container charge.

9.2. These storage charges shall be payable by Buyer net thirty (30) days.

9.3. Under no circumstances shall Vitrum be liable for any costs, fees, damages or loss to goods or materials stored pursuant to this Section.

9.4. Vitrum specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored at the Vitrum facility.

9.5. Vitrum specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored after delivery of goods to the Buyer that are stored in any manner contrary to industry standards which includes, but is not limited to, insufficient protection from weather and environmental conditions.

**10. Payment Terms.** Payment terms for any Order shall be specified on the invoice in calendar days, with no retainage or set-off allowed. Buyer's payment obligations shall not be conditioned on Buyer's receipt of payment from any third party. Buyer shall be responsible for Vitrum's costs of collection, including but not limited to, legal costs of a solicitor and own client basis in the event of Buyer's default or non-payment. Vitrum reserves the right to withhold future shipments if timely payment for prior shipments has not been received.

**11. Inspection.** Buyer shall inspect the goods upon receipt and notify Vitrum in writing of any claim that the goods are nonconforming within ten (10) days after delivery. However, if there is visible damage to the outside of the container, the damage must be reported to Vitrum within 24 hours after delivery. Vitrum shall be allowed a reasonable opportunity to inspect the goods, and cure any claim of alleged non-conformity, including reasonable access to the goods whether on Buyer's premises, at a storage facility or on the job site. Subject to Buyer's signing a confidentiality agreement and compliance with Vitrum procedures and facility safety practices, Buyer may arrange to inspect the goods at Vitrum's manufacturing facilities. However, such inspection shall not interfere with Vitrum's operations. Buyer's rejection of any in-process goods or non-conforming finished goods arising out of such inspection must be made in writing to Vitrum prior to shipment of such goods. No goods may be returned to

Vitrum for credit without Vitrum's prior written consent.

**12. Disclaimers.** VITRUM 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. VITRUM SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. Buyer's rights and obligations regarding any goods supplied by Vitrum, and proven to be defective, are limited to those set forth in Vitrum's Limited Warranty provided to Buyer. Vitrum will not accept any charge or expense submitted by Buyer or any third party, including but not limited to any labour costs for modification, removal, inspection, testing or installation of any goods sold by Vitrum under an Order or for any replacement goods.

**13. Limited Warranty.** Vitrum provides a limited warranty for goods shipped pursuant to an Order. Vitrum's warranty terms are set forth in a separate warranty certificate available on request. Vitrum's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale. Vitrum's limited warranty, as provided to Buyer, may only be modified upon written approval of Vitrum's President or Vice President(s). Any verbal representations intended to modify any existing Vitrum limited warranty shall be invalid and unenforceable against Vitrum.

**14. Force Majeure.** Vitrum shall not be liable for any delay or failure to perform any of its obligations hereunder if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, disease, epidemic/pandemic, lock outs, accidents, war, fire, governmental acts and/or regulations, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Vitrum shall be entitled to a reasonable extension of its obligations without any additional compensation to the Buyer for any such extension. If the delay persists for such time as Vitrum considers unreasonable in its sole discretion, it may, without liability on its part, terminate the contract without penalty.

**15. Disputes and Applicable Law.** These Terms shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. Any dispute or controversy occurring between the parties hereto relating to the interpretation or implementation of any of the provisions of these Terms shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator appointed by agreement between the parties, or, in default of agreement, such arbitrator shall be appointed in accordance with the provisions of the *Arbitration Act* or any re-enactment or amendment thereof. Any arbitration shall be held in the City of Vancouver. The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom.

**16. Severability.** If any term or provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

**17. Entire Agreement.** Vitrum's Quote, these Terms, Vitrum's Order confirmation, Booking Order, Vitrum's Limited Warranty (if applicable, and as issued by Vitrum), and any supplemental documents annexed hereto by Vitrum, contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous purchase orders, understandings, negotiations, discussions, communications, representations, or agreements, whether oral or written, with respect to such subject matter. This document shall not be expanded or supplemented by a course of dealing, usage of trade, or course of performance. The Terms shall prevail and take precedence over the provisions contained in any other prior correspondence, quotation, shipping document, purchase order or other instrument.

**18. Authority to Sign.** The individual executing these Terms represents that they are authorized to execute and to bind the entities on whose behalf they are signing.

I HAVE READ AND AGREE TO ABOVE TERMS AND CONDITIONS

Name	Signature	Date
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