

Glassworks Terms of Sale

Illinois Glassworks, LLC. ("Glassworks"), under its brand names Arcadia Residential and Glassworks, proposes to furnish materials and/or labor described in the attached sheets making up this contract subject to the following terms of sale:

1. **Verbal and Prior Agreements:** This contract supersedes any previous agreement and constitutes the entire agreement between the parties – it is the end product of the parties' preliminary proposals and prior negotiations. No other prior or subsequent verbal statements, affirmations or documents are to be binding upon Glassworks unless they reduced to writing and signed by the parties.
2. **Term of Agreement:** This contract is valid for 45 days only unless extended at Glassworks option.
3. **Product Tolerances:** Industry tolerances allow for variances within the products Glassworks supplies and installs including:
 - a. Seeds, bubbles, tempering distortions, hairline scratches within glass or variances in color, reflective and decorative surface of glass.
 - b. Color, composition and finish of sealants, metal joinery, vinyl seal details, and hardware finishes or capabilities.
 - c. Dimension, weight, straightness, bow, warp, section, composition, mechanical properties, normal variations in surface, internal conditions and quality.
4. **Shop Drawings, Submittals and Samples:** Shop Drawings, Submittals and Samples are available, generally at a charge and lead time. Glassworks has the right to not proceed or terminate the contract without timely review and full acceptance of Glassworks shop drawings, submittals and samples.
5. **Tempering Logos:** Tempered products are generally available with or without tempering logos. Glassworks reserves the right to provide proof of tempering in the manner it deems sufficient aesthetically and practically.
6. **Special Order Products:** All of Glassworks products are custom made. Once an order is initiated, it cannot be cancelled or returned for credit.
7. **Lead times/Delays:** Glassworks lead times are good faith estimates and non-binding. Glassworks shall not be responsible for any costs or inconvenience resulting from delays in the performance of this contract, regardless of cause. Glassworks reserves the right to not proceed or terminate the contract due to any unsafe workplace condition.
8. **Warranty:** Glassworks warrants its workmanship for one year from date of purchase. This warranty is limited as follows:
 - a. It applies only to the original purchaser of our product.
 - b. Glassworks must be paid in full for its work.
 - c. Covered products must be used in the manner intended and in accordance with our installation instructions.
 - d. It specifically excludes scratches, breakage, mars, dents, de-silvering or other aesthetic issues not brought to the attention of our installer or office within 72 hours of installation. Our warranty excludes damage caused by other trades.
 - e. Glassworks has the option of replacing, repairing or refunding the defective work. It will not be responsible for repainting, refinishing or other necessary work to complete the replacement or repair of the defective work.
9. **Exclusions:** Glassworks shall not be responsible for:
 - a. Condensation, frost or mold – generally a sign of improper air circulation around windows, mirrors or shower doors..
 - b. De-silvering or scratches from cleaning - Glass products should be cleaned by following manufacturer instructions. For Glassworks mirrors, apply a non-ammonia based glass cleaner to a soft cloth and do not applying the glass cleaner to the mirror or glass directly. We suggest that use GLASSWORKS cleaner and follow the instructions on the label. Keep all cleaners away from the edges of mirror or the mirror may de-silver.
 - c. Glass distortion or shattering due to heat buildup or building movement.
 - d. Government Requirements – Building codes change nationally and locally. Glassworks encourages consultation with a code official, licensed architect or structural engineer when appropriate. Glassworks will use its best efforts and expertise but is not responsible for meeting local, county or state building codes.
 - e. Surrounding Work – Glassworks is not responsible for ensuring adequate surrounding structure for its work or for damage to tile, walls, floors or furniture of any kind during removal and installation of products. Depending on installation, final cleaning of glass, repair and cleaning of surroundings may be required.
 - f. Other Parties – Glassworks is not responsible for damage done to its product or consequential damage by other parties not employed or contracted by Glassworks.
 - g. Consequential Damage - Glassworks is not responsible for consequential damage such as moisture damage arising from leaks or humidity, injury or death from the use or misuse of its products or any other direct or indirect damages of any type.
10. **Third Party Delivery:** Delivery of Glassworks product to a third party common carrier at its facility shall constitute delivery of the Products to the Purchaser. All risk of loss, damage or destruction and any incidental or consequential damages shall be Purchaser's sole responsibility. The full amount of Glassworks invoice must be paid by Purchaser regardless of any such loss, damage or destruction. All claims and allowances for damage to products incurred in transit must be filed against the carrier. Purchaser agrees not to deduct such claims from amounts due Glassworks.
11. **Additional Work:** Any additional work outside this proposal will be at Glassworks hourly rates and material prices. Overtime, weekend or evening work is at additional charge. Glassworks shall not provide additional work such as repair originating from glass removal, carpentry, electrical, plumbing, tile-work, wall-paper, painting or cleaning which may be necessary to provide an acceptable end product. Glassworks is not responsible for permits or job specific licenses of any type.
12. **Screens:** WINDOW AND DOOR SCREENS ARE NOT DESIGNED TO RESTRAIN CHILDREN OR ANIMALS.
13. **Shower Doors:** Some water seepage will occur under certain conditions – especially on "Frameless" Shower Doors. Strong odors from the fungicide used in adhesives may be initially objectionable. Do not remove temporary tape or bracing or touch silicone until instructed to do so. Water marks or stains do occur on shower glass – ShowerGuard type products will minimize this.
14. **Customer Property:** Glassworks will use extreme care in handling customer property requiring glass. Glassworks liability for customer property including loss or damage is limited to refunding balance due for the specific service rendered. Unclaimed customer property left ninety days at Glassworks will be disposed of.
15. **Payment Terms:** BUYER AGREES TO PAY BALANCE DUE PRIOR TO BEGINNING OF INSTALLATION. If Glassworks installs more than one product, Glassworks requires payment prior to installation of that day's product. A Finance charge of 1-1/2% per month will be added to all past due amounts. In the event of default, Buyer agrees to pay Glassworks expenses for collection services, attorney fees and related expenses.
16. **Customer Service Hotline:** If you are dissatisfied with the product or service you received, please call **1-847-729-5580** or email us at sales@glassworks.net