

### 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. **Additional Work:** Any additional work outside this proposal will be at Glassworks hourly rates and material prices. Overtime, weekend or evening work will be at additional rates. Glassworks shall not provide additional work such as repair originating from glass removal, carpentry, electrical, plumbing, tile-work, wall-paper and touch up painting which may be necessary to provide an acceptable end product. Glassworks is not responsible for permits or job specific licenses of any type.
4. **Shop Drawings:** Glassworks may require shop drawing to ensure adequate communication between all parties. Glassworks has the right to not proceed or terminate the contract without timely review and full acceptance of Glassworks shop drawings.
5. **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.
6. **Returns:** All of Glassworks products are custom made and cannot be returned for credit.
7. **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.
  - 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.
8. **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. Water marks or stains on shower doors – ShowerGuard type products will minimize this.
  - c. De-silvering or scratches from cleaning - Glass products should be cleaned by applying a non-ammonia based glass cleaner to a soft cloth and 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.
  - d. Glass distortion or shattering due to heat buildup or building movement.
  - e. Glass inconsistencies - All glass products, especially antique or back-painted glass have inconsistencies that are within acceptable industry tolerances. Samples prior to installation are available upon customer request.
  - f. Consequential Damage - Glassworks is not responsible for consequential damages 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.
9. **Screens:** WINDOW AND DOOR SCREENS ARE NOT DESIGNED TO RESTRAIN CHILDREN OR ANIMALS.
10. **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.
11. **Government Requirements:** Glassworks is not responsible for meeting (a) local, county or state building codes, (b) verifying ingress-egress requirements or (c) ensuring adequate structural systems for surrounding work.
12. **Past Due Amounts:** Finance charge of 1-1/2% per month will be added to all past due amounts. In the event of default of any payments, buyer agrees to pay Glassworks expenses for collection services, attorney fees and related expenses.
13. **Customer Service Hotline:** If you are dissatisfied with the product or service you received, please call **1-847-729-5580** or explain your problem in writing and send it via one of the three following:

Mail

Illinois Glassworks, LLC.  
1814 Pickwick Avenue  
Glenview, IL 60026

Fax

(847) 729-5582

Email

sales@glassworks.net

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