

Terms and Conditions of Sale

ACCEPTANCE OF ORDERS: All orders are subject to acceptance by Depp Glass at its office in Long Island City, NY, and Depp Glass reserves the right to accept or reject any order. Possession of a Sales Quote does not constitute an offer to sell. Depp Glass reserves the right to discontinue the manufacture or sale of any product at any time. The terms and conditions expressed constitute the entire agreement between Depp Glass Inc. and customer.

PRICE: Quotations are based on information provided and any changes in sizes, quantities, products, and any other changes will be requested. Quoted prices are valid for thirty days.

TERMS OF PAYMENT: Payment terms are 50% due upon order acceptance/Acknowledgment and balance due prior to delivery scheduling or customer pick up otherwise unless otherwise agreed to purchase terms have been established. Depp Glass reserves the right to impose a late payment charge of 1½% per month (or if lower, the maximum rate permitted by law) on any past due unpaid balances. In addition, if it becomes necessary to place Buyer's account with an attorney or other agent for collection, Buyer shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by Depp Glass in connection therewith.

LEAD TIME: All lead times are estimated. Lead times begin once all requirements are met including return of signed approved acknowledgement, deposit payment, sample approvals if necessary. Depp Glass accepts no liability or damages for failure to meet estimated ship dates

MULTIPLE RELEASES: Quotations are based on one release unless multiple releases are specifically noted. Additional releases may require additional charges for loss of material optimization, decreased yields in production and packing, crating and freight if included

INSPECTION: Unless otherwise specified by the customer and acknowledged by Depp Glass Inc. in writing, products will comply with and will be evaluated using current versions of ASTM standards. If ASTM standards do not apply, the product will comply with and be evaluated using Depp Glass Inc. standards. Depp Glass Inc. reserves the right to inspect all materials reported as defective.

REMEDIES: Seller's liability for defective or non-conforming articles is limited to the repair or replacement. Defective or non-conforming articles shall not be returned to Seller unless specifically requested by Seller. Under no circumstances shall Depp Glass Inc. be obligated for consequential, incidental, or other damages, losses, or expenses in connection with or by reason of any breach. The remedies expressed are exclusive. Claims for defective or non-conforming articles shall be in writing and submitted within the period specified in the General Warranty.

BREAKAGE: Depp Glass Inc. does not warranty any glass product against breakage of any type. Depp Glass Inc. will not be held liable for breakage or damage of customer's glass accepted for processing. If customer's glass breaks during processing customer is still responsible for the work performed regardless of the breakage. Other Customer materials supplied for processing are supplied at customer's own risk and Depp Glass is not liable for replacement should damage or loss occur.

ORDER CANCELLATION OR CHANGE:

Orders which have not been released to production may be cancelled without charge. Orders that have been released to production batches are generally not able to be cancelled and deposit payments will be forfeited. Depp Glass Inc. will, if requested, determine if an order in production can be stopped. If it can be, at Depp Glass Inc. discretion, Customer will be responsible or billed for work completed. If not, Customer will be billed for the completed order. In either case, material must be either shipped or disposed of at Customer's option. Disposal charges may also be incurred. Orders that require custom material from our suppliers are cancellable at Depp Glass Inc. discretion only.

APPLICATION: All orders are subject to Depp Glass Inc. terms & Conditions of sale unless otherwise set forth in writing and accepted by Depp Glass Inc. in writing. This agreement and all other agreements shall be governed by the laws of the state of New York.

EXCUSED FOR NON-PERFORMANCE-SHIPMENT NOT GUARANTEED ON A PARTICULAR DATE

Delay in delivery. Depp Glass Inc. assumes no responsibility for failure to ship on particular dates, and, when orders are placed for shipment on specified dates, if, for any reason the product will not be accepted if shipment is made later than the date named, Depp Glass Inc. must be notified to that effect when the order is placed.

RISK OF LOSS: The risk of loss of the goods covered by this agreement shall pass to buyer upon delivery by seller to any carrier or bailee with instructions to deliver or ship to buyer either upon demand or upon payment to carrier, bailee or other specified third person.

TAXES: All federal, state or local sales, use or other taxes, and all duties, import fees or other assessments, imposed on goods sold hereunder, or on the manufacture, sale or delivery thereof, shall be paid for by the customer.

NONDISCLOSURE: The Buyer agrees that it will not disclose or make available to any unauthorized party any drawings, data, or other information pertaining to this order which is proprietary to Depp Glass Inc. without obtaining Depp Glass Inc. prior written consent.

EXCLUSION OF WARRANTY EXCEPT THAT GOODS SHALL BE OF SPECIFIED QUALITY: There is NO WARRANTY, representation or condition of ANY KIND, express or implied, including NO WARRANTY OF MERCHANTABILITY OR OF FITNESS EXCEPT THAT THE MATERIAL SHALL BE OF THE QUALITY SPECIFIED HEREIN, and none shall be implied by law. Except as otherwise provided herein quality shall be in accordance with seller's specification. Final determination of the suitability of the material for the use contemplated by buyer is the sole responsibility of buyer, and seller; shall have not responsibility in connection with such suitability.