



PRODUCT PURCHASE TERMS AND CONDITIONS
All products purchased from Ballistic Glass & Armor Solutions, LLC are subject to these Terms and Conditions, which are incorporated by express reference into every purchase order and Product invoice.

1. ACCEPTANCE: Product Purchase Terms and Conditions Control. All orders and purchases of Products from Ballistic Glass & Armor Solutions, LLC ("BGAS") are subject to these Terms and Conditions and become a binding part of the contract between BGAS and its Customer. Customer shall be deemed to have accepted these Terms and Conditions upon the occurrence of any of the following; (a) Customer accepts a purchase order or invoice for Products; (b) Customer accepts delivery of the Product; (c) Customer pays an Invoice for the Product. No revision, deletion or modification of these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of BGAS.

2. EXCLUSION OF CONFLICTING TERMS. No conditions or terms stated by a Customer in ordering, purchasing or accepting a Product shall be binding upon BGAS if in conflict with, inconsistent with, or in addition to the Terms and Conditions contained herein, unless expressly accepted in writing by BGAS. In the event of conflict between BGAS's Terms and Conditions, and a contract proposal from a Customer, these Terms and Conditions shall govern upon Customer's acceptance of delivery of the Product. Any proposal by a Customer for additional or different Terms and Conditions or any attempt by a Customer to vary the terms hereof is rejected by BGAS. Customer's sole remedy for such rejection is to terminate the purchase prior to delivery. Customer's assent to these Terms and Conditions, to the exclusion of all others, shall be conclusively presumed from Customer's acceptance of all or any part of the product ordered.

3. INSPECTION/LIMITED RETURN RIGHTS. Customer must inspect all products within 2 weeks of receipt, and provide notice to BGAS of any signs of defects in manufacturing or material. The BGAS Limited Warranty will be void if inspection of the products does not occur within 2 weeks of receipt of product to ensure each piece is free from manufacturing or material defects. If a defect is discovered, Customer's sole remedy is to return for repair or replacement, at the option of BGAS.

4. LIMITED WARRANTY AND REMEDIES: The BGAS Limited Warranty ONLY covers defects in materials and workmanship resulting in material obstruction of view through the glass caused by delamination as follows:

Glass-Clad Polycarbonate (GCP) products:

Exterior applications 2 years from manufacture date

Interior Applications 3 years from installation date

Polyvinyl Butyral (PVB) 5 years from manufacture

Sentry Glass interlayer 5 years from manufacture

5. THIRD PARTY WARRANTY. For ballistic or Forced Entry insulating glass units (IGU), BGAS uses third party construction contractors which provide their own IGU Seal Warranty. The manufacturer's IGU Seal Warranty is the exclusive warranty for the hermetic seal on all BGAS IGU products. THE ONLY SEAL WARRANTY IS THE MANUFACTURER'S WARRANTY. BGAS DOES NOT PROVIDE ANY ADDITIONAL WARRANTY on IGU Products.

6. BGAS LIMITED WARRANTY VOID BY: The BGAS Warranty Does Not Cover damage resulting from "acts of God", breakage or damage during transit, failure to follow proper unpacking instructions, unreasonable or improper use, abuse, improper installation mounting or fastening, exposure to incompatible glazing chemicals or materials, improper cleaning, exposure to solvents, cleaners, acids, alkalis or other incompatible cleaning methods or materials used in/on/around the product, faulty frame or building design/construction, improper storage or handling, typical wear and tear or any other cause or source outside the BGAS manufacturing process.

7. NONTRANSFERRABLE. The BGAS Limited Warranty is to the original Customer only. A transfer to attempted transfer of the limited warranty is VOID.

8. DISCLAIMER OF WARRANTIES. THE BGAS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY BGAS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

9. SPECIAL HANDLING: Mishandling of BGAS products will void any and all warranties. You must follow the safe-handling instructions for all products prior to, and during, installation. **The BGAS warranty is void if the glass unit is 1) not continuously and adequately supported on all sides 2) the glass unit edge is not fully protected by a minimum of one-half inch of sealed frame face covering; or Bite and 3) the glazing cavity is not effectively designed to prevent water accumulation from contacting the edge of the glass unit.**

10. ACTUAL PERFORMANCE VARIES: BGAS products have been independently tested and certified to meet applicable industry standards as stated on the product data sheets under the technical resources section of the BGAS website. **Actual performance in the field is impossible to guarantee due to an unlimited number of variables that cannot be controlled.** BGAS products are purchased and used at Customer's discretion and risk. Customer must determine fitness for use of each Product.

11. FULL PAYMENT. Unless otherwise arranged in advance and approved in writing by the CEO of BGAS, all orders require a 50% deposit upon acceptance. The final 50% payment is due prior to shipment. As a condition precedent, the BGAS Limited Warranty shall become valid only upon full payment having been received by BGAS. At the time any warranty claim is made, Customer must provide sales invoice number, project name, product name, proof of purchase and proof of full payment.

12. TITLE OF RISK AND LOSS (F.O.B. BGAS Facility): Terms of sale are F.O.B. BGAS facilities in Addison, Texas. Title to the Products shall pass to Customer upon the earliest of (a) the date Customer has fully paid for the Products; (b) the date the Products are shipped to Customer; or (c) if BGAS provides installation, the date of installation. Customer shall insure the full value of the Products purchased while in transit and in storage prior to installation, and Customer shall have the risk of loss with respect to Products (regardless of title thereto) F.O.B. the BGAS loading dock. Any product returned by Customer to BGAS shall be shipped by Customer to the BGAS facility whereby title and risk of loss shall pass back to BGAS upon delivery at the BGAS facility.

13. DAMAGE IN TRANSIT. The risk of loss for the product passes from BGAS to Seller when the product is delivered to a common carrier. BGAS cannot honor claims or back charges for concealed damage, and BGAS urges each Customer to inspect shipments for

damage before signing a clear receipt. BGAS shall have no responsibility for breakage, rubs, scratches or any other defects in the product that arise after the product is delivered to the common carrier. BGAS is not responsible for any loss, damage, including incidental and consequential damage, or delay occurring while the product is in the possession of the common carrier. On shipments via common carriers, claims for breakage, rubs, scratches or any other defects shall be filed directly with the common carrier. When BGAS makes delivery in its vehicle, Customer shall inspect the product immediately upon delivery and shall note any and all breakage, scratches or any other defects on the delivery receipt.

14. EXCLUSIVE LIMITED REMEDY. BGAS' liability shall be limited to replacement of the defective or faulty product, F.O.B. BGAS facility in Addison, Texas, or, at BGAS' option, the refund of the original purchase price of the product. **Under no circumstances shall BGAS be liable for the cost of any labor by others on the product, the cost of product removal or installation, the cost of product replacement, or for any incidental, consequential, or punitive damages in connection with the product.** THE LIMITED REMEDY HEREIN IS CUSTOMER'S SOLE, EXCLUSIVE REMEDY.

15. JURY WAIVER. VENUE. The Contract and these Terms and Conditions are governed by Texas law. BGAS and Customer voluntarily waive their right to a jury trial as to any dispute that arises between them concerning the products purchased or this Contract.

16. ENTIRE AGREEMENT: The BGAS purchase Order confirmation, BGAS invoice, these Terms and Conditions and the BGAS Limited Warranty form the entire understanding between the BGAS and Customer, whether written or oral (the "Contract"), and supersedes all prior agreements and contemporaneous terms not expressly incorporated herein. Customer warrants that it has not relied upon any verbal representation of BGAS in entering the Contract. No prior statement, terms or understanding, verbal or written, of the parties or of their agents shall be valid or enforced unless embodied in a document signed by BGAS which expressly becomes part of the Contract. Further, this Contract may not be modified except by a written agreement signed by both BGAS and Customer. No oral agreements, representations, course of conduct or dealings, or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provision contained herein.

17. NOT BULLET-PROOF. No product is 'bullet proof.' **BGAS is not liable, in any way, for harm, injury, damage or destruction done or caused by violent or criminal acts of third parties.**

18. PAYMENT TERMS. All orders of \$5K or less must pay 100% in advance before the order will be released to production. Orders over \$5K will require a 50% deposit to initiate production, and the balance paid prior to shipping.