

# Imaging Sciences, LLC

## Terms and Conditions of Sale



**LEAD TIME.** All lead times are estimates. Production and lead time commence upon fulfillment of all requirements of the job, including return of signed Order Acknowledgement, payment of deposit, final sizes, and approval of samples, artwork and templates. All deposits are irrevocable and non-refundable. Imaging Sciences accepts no liability for damages incurred due to delays in delivery beyond quoted lead time.

**PRICING.** Quotations are based upon the quantity, size take-offs, and other specifications cited in the quote. Revisions in any of these factors may cause the quoted pricing to change. Quoted prices remain valid for 60 days, unless otherwise specified in writing. Quoted prices are non-binding and do not constitute acceptance of order. Height and width are rounded up to the next even inch to calculate square footage for billing purposes. Height and width for non-square and non-rectangular pieces are based on the block size square or rectangle from which the piece can be cut. In addition, a pattern cutting charge will apply. A three square foot per piece minimum applies to all order – the minimum price per piece is the quoted square foot price times three. Replacement pieces are generally more costly than the original order due to economies of scale.

**CREDIT.** Standard payment terms are 50% deposit with order, balance due prior to shipment. Imaging Sciences reserves the right to determine creditworthiness of each order individually. Imaging Sciences reserves the right to modify credit terms at any time for any reason and reserves the right to require payment in advance or to alter terms of payment schedule. Title does not pass to Buyer until product and all related charges are paid for in full. In the event invoices is not paid in full in a timely manner, Buyer agrees to pay financing charges of 2% per month and Imaging Sciences' collection costs, including legal fees.

**CLAIMS.** All shipments are FOB shipping point, freight collect. Buyer is responsible for filing all freight claims. Buyer should promptly inspect all materials upon delivery. Any claim for defective product must be made in writing to Imaging Sciences within 48 hours of delivery. Failure to comply with such notice constitutes Buyer's waiver of such claims. Imaging Sciences' responsibility for defective product is limited to replacement of material. Defective products must be returned to Imaging Sciences if requested. No products shall be returned to Imaging Sciences without written consent. Non-defective products are not returnable.

**WARRANTY AND LIMITATION OF LIABILITY.** Imaging Sciences warrants that Imagine Glass™ decorative laminated safety glass shall be free from material defects and de-lamination for a period of 5 years from manufacture. Imaging Sciences further warrants that Imagine Glass™ in vertical applications will be free from material color fading or discoloration for a period of 5 years from date of sale.

Glass breakage is specifically excluded from this warranty, as is de-lamination or edge separation due to improper handling, installation, maintenance or repair.

Imaging Sciences warrants that the product will conform to applicable specifications contained in Imaging Sciences product data sheets and technical bulletins as of the date of sale.

Imaging Sciences' liability is limited to replacement of defective products. Imaging Sciences shall not be liable under any circumstances for any loss, damage or expense directly or indirectly arising from the use of products sold, inability to use products sold, or from any other cause. Imaging Sciences shall not be liable for any consequential or incidental damages such as labor costs arising from or alleged to have arisen from the use of any product covered herein. Imaging Sciences shall not be liable for any costs or damages arising from delivery outside quoted lead time. This warranty does not cover product beyond the warranty period applicable to the original product purchased.

Warranty applies only to materials that have been paid in full. Replacement of product will be the sole remedy of the Buyer. All other remedies be they at law, equity or otherwise are disclaimed. Seller specifically excludes all other warranties, express or implied, including any warrant of merchantability or fitness for particular purpose or use. It is solely the Buyer's responsibility to determine the suitability of products and their compliance to applicable laws, Federal, State & local building codes and safety standards.

**CONFLICTING TERMS.** Conflicting terms between the Buyer's purchase order and the Seller's Order Acknowledgement and Terms and Conditions of Sale shall be interpreted as Seller's Order Acknowledgement and Terms and Conditions of Sale prevailing.

**LEGAL.** Any disputes between Imaging Sciences and Buyer shall be governed under the laws of the State of Ohio and shall be adjudicated in Lake County, Ohio.

**DIMENSIONAL TOLERANCES.** Tolerances are based on ASTM C1172-96, Standard Specifications for laminated Architectural Flat Glass. Length and Width tolerances are cited in section 8.5.1 of the Standard. Tolerances for flatness are cited in section 8.6 of the Standard.

**PATTERN MATCHING.** Where the glass is a geometric pattern that requires panel-to-panel matching, as is the case in butt or narrow mullion situations, our standard practice is to start the graphic the same distance from the top of each panel. The tolerances are + or – 3/16 inch from the top edge of the glass. Patterns are centered in rectangles, side-to-side with the same tolerance.

**Imaging Sciences, LLC**  
Terms and Conditions of Sale (continued)



**OTHER STANDARDS.** Imagine Glass™ meets the requirements of 16CFR1201.1 (Consumer Product Safety Commission, Code of Federal Regulations, Title 16, Part 1201, SAFETY STANDARD FOR ARCHITECTURAL GLAZING MATERIALS, Categories 1, 2 and 6) and ANSI Z97.1-1984 (R1994), American National Standards Institute, Standard for Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test. For aesthetic considerations, products sold will NOT be provided with the ANSI safety glass label unless specifically requested otherwise by the ordering party, in writing, at time of order.

**COSMETICS.** The inspection criteria for Imagine Glass™ decorative laminated safety glass are as follows:

<b>Characteristic</b>	<b>Size of 25 SF or less</b>		<b>Size of greater than 25 SF</b>	
	<b>Central</b>	<b>Outer</b>	<b>Central</b>	<b>Outer</b>
Boil	1/16"	3/32"	1/8"	3/16"
Blow In	N/A	CE 1/4"	N/A	CE 1/4"
Fuse	1/32"	1/16"	1/16"	3/32"
Hair Line (Single Strand)	light	medium	light	medium
Dirt Spot	1/16"	3/32"	3/32"	5/32"
Lint Areas (concentrated)	light	light	light	light
Separation	none	none	none	none
Discoloration	none	none	none	none
Short interlayer	N/A	1/4"	N/A	1/4"
Unlaminated chip	N/A	1/4"	N/A	1/4"
Interlayer scuff	light	light	light	light
Interlayer streak	light	light	light	light
Edge ripple (6" length max)	N/A	CE 1/2", EE 3/8"	N/A	CE 1/2", EE 3/8"
Pinholes (1/16" or greater)	none	none	none	none
Mottle or streak	medium	medium	medium	medium
Roll wave distortion	medium	medium	medium	medium

**Notes:**

- CE is covered edge of glass edge bite.
- EE is exposed edge.
- Central area is an area formed by an oval or circle whose axes or diameters, when centered, do not exceed 80% of the overall dimension.
- Outer area is the area outside the central area.
- Light is light intensity, or defect barely noticeable at 36 inch viewing
- Medium is medium intensity, or defect noticeable at 36 inch viewing but not at 11 feet viewing.