



ALL SALES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE EXACT TERMS AND CONDITIONS CONTAINED HEREIN.

APPLICABLE LAW: These terms and conditions and all orders placed by Buyer with the Company hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules.

DELIVERY: Except as otherwise provided herein below, delivery of goods by the Company to the carrier at the Company's place of business shall constitute delivery of the goods to, and receipt by the Buyer, and thereafter the shipment of the goods shall be at the Buyer's risk. All claims and allowances for damage to the good incurred in transit must be filed against and presented to the carrier by the Buyer. When shipment is deferred at the Buyer's request for more than fifteen (15) days from the date the goods are completed, this Sales Order will be subject to invoicing, payment and storage charges commencing with said fifteenth (15th) day. Delivery schedules given to Buyer by Company are approximations only.

DELAYS: The Company will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, and for any damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, terrorism, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the Company's reasonable control.

TRANSPORTATION CHARGES & DAMAGES SHIPMENTS: All cost of freight, transportation, or mailing, and all demurrage charges shall be paid by Buyer, unless the Company has agree in writing to make shipments on prepaid basis. Buyer shall also pay for all increased freight rates, whether prepayment for freight rates has been made or not. Buyer shall not reject damages shipments, but shall accept same and preserve its remedies against the appropriate party.

INCREASED MATERIAL COST: Buyer's failure to submit to approved shop drawings within ninety (90) days of submission to SA-FE or any other cause that is beyond the Company's control, the price of the goods may be increased by an amount equal to any increase in the cost of materials incurred by the Company plus a reasonable mark-up for overhead and profit.

CANCELLATION: An order once places and accepted by the Company can be canceled only with the Company's consent. If order is cancelled after signed purchase order is received and before final approvals, the cancellation will result in loss of deposit or the cancellation fee will be up to 25% of the contract price of the structure, with the amount to be determines solely at the discretion of SA-FE. If order is cancelled after final approvals are received, the cancellation fee will be equal to a percentage of completion of the job (minimum 25% of the cost of the structure), including materials, labor, and a reasonable mark-up for overhead and profit. The percentage of completion and the associated cancellation fee is solely at the discretion of SA-FE.

TAXES: Prices on the goods are exclusive of all city, state, and federal taxes, including but without limitation to, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, unless otherwise stated above. Wherever applicable, the Company will endeavor to add any tax or taxes to the invoice as a separate charge to be paid by the Buyer.



ENGINEERING AND DESIGN CONSIDERATIONS: Shop drawings provided may illustrate various anchoring clips available through SA-FE. Each clip is engineered and designed to withstand a maximum allowable load based on the strength of the clip material and fasteners joining the clips to SA-FE materials. Since underlying bearing materials are unknown to SA-FE, SA-FE may not determine the appropriate anchoring conditions. Consult with a registered architect or engineer to obtain the loading condition requirements under local building codes in order to select the appropriate anchoring fasteners and clips to the existing structure. Where the underlying bearing materials are either unknown or found to be unsuitable by others, SA-FE has available other means of supporting the ridge loads such as a column supported ridge beam. Where a column supported ridge beam is recommended, footers shall be supplied by others. Any increased engineering or material needs will be at the expense of the Buyer unless otherwise agreed to in writing by SA-FE. The suitability of a quoted product for the intended use relative to live and dead loading requirements, design, thermal considerations, and conformance to all building codes is not the responsibility of SA-FE. SA-FE can provide preliminary design data only and it should be verified by a qualified structural professional engineer.

BUILDING CODES: The Company's structures are designed to meet or exceed most known building code requirements. The Buyer should be aware that different localities have different code requirements to glazed structures. Notwithstanding the foregoing, interpretation of building code criteria is the sole responsibility of the Buyer or his agent(s). For this reason, **THE COMPANY SHALL NOT BE HELD LIABLE IN ANY DAMAGES RESULTING FROM NON-COMPLIANCE IN ANY WAY WITH APPLICABLE LOCAL OR NATIONAL BUILDING CODE REQUIREMENTS.**

STRUCTURES: Many of the Company's structures utilize operable vents. Depending on roof pitch and weather conditions, water may enter the room. Care should be taken in the selection of interior furnishing.

INSTALLATION: Unless otherwise specifically provided, the Buyer has full responsibility for the installation of the goods, and the Company shall not be responsible for any damages to the goods or any consequential damages by reason thereof. The installation of SA-FE systems requires a working knowledge and experience in the use of tools, equipment, and methods necessary for the installation of all SA-FE products. This practice assumes and understanding of the fundamentals of buildings construction that affect the installation. Therefore, all products installed by others (or caused by other parties during and/or after installation) are complete responsibility of Buyer and any and all liability for any negligent or improper installation of the Goods. Hereby Buyer releases the Company from any and all liability associated with installation. Buyer shall also be responsible and liable for each of the following obligations:

- Conformance to and with any plans and specifications for installation of Product
- Conformance to and with any applicable local, federal, and state building codes, zoning laws and regulations (SA-FE can assume no obligation or responsibility whatsoever for failure of the Buyer, building owner, architect, contractor, installer, or any other parties to comply with all applicable laws and ordinances and safety and building codes)
- Obtaining and conforming to any and all requires variances of governmental regulatory permits requires for installing the Goods and Buyer hereby releases and discharges the Company from each and all of these obligations, and from any liability for Buyer's failure to meet any of these obligations.



TITLE TO DRAWINGS, PLANS, AND SPECIFICATIONS: The Company at all times shall be deemed the sole author of and shall have exclusive ownership of and title to all drawings, plans, and specifications, and all copyrights thereto, prepared or used in connection with this Sales Order. The Buyer shall be permitted to use such drawings, plans, and specifications only in connection with this Sales Order and shall not disclose such drawings, plans, or specifications to any person, firm, or corporations other than the Buyer's employees, subcontractors, or government inspectors. The Buyer shall, upon the Company's request or upon completion of this Sales Order, promptly return all drawings, plans, and specifications to the Company. The Company's drawings, plans, and specifications shall not be used by the Buyer or others on other projects, for additions to the same project or for completion of the same project after and material change to the project site or structure more than twelve (12) months after the Company's inspection of the project site. The Buyer shall place an appropriate copyright notice (reflecting the Company's copyright ownership described above) on all copies, made by or at the direction of the Buyer, of the drawings, plans, and specifications and shall not remove and copyright notices placed by the Company thereon. The Company shall have the right at any time, and from time to time, to photograph, or otherwise create copies, renderings, or drawings of the projects and to reproduce such items for any purpose.

DISCLAIMER OF LIABILITY: Except as described in the Company's Limited Warranty provisions, THE COMPANY SHALL NOT BE LIABLE FOR ANY OTHER COST, EXPENSES, CLAIMS, OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, WHETHER FORSEEABLE OR NOT, INCLUDING (WITHOUT LIMITATION) ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, and the Buyer, by acceptance of this proposal, expressly waives any right to any such costs, expenses, claims, and damages. Liability is limited to the cost of the defective part, but never more than the original contract price.

BACK CHARGES: The Company will not grant any allowance or honor any back charge requested for and alterations to the goods made by the Buyer or at the Buyer's direction without the Company's prior written approval.

STATUTE OF LIMITATION: Any action for breach of contract or breach of warranty must be commenced by Buyer within one (1) year after the cause of action occurred.

INSPECTION: Buyer may inspect or provide for inspection of the goods ordered at the Company's manufacturing site. Such inspection shall be so conducted, as not to interfere unreasonably with the Company's operations.

BUYER'S INSPECTION OF GOODS: Notwithstanding anything in these terms and conditions to the contrary, Buyer shall inspect the good ordered upon receipt of the same, and if the goods do not conform to the contract between Buyer and the Company or are defective, Buyer shall notify the Company in writing of such nonconformity or defect and afford the Company a reasonable opportunity to inspect the goods. Buyer shall not return the goods without prior written consent of the Company. If, in the Company's opinion, the goods are defective or do not conform to the contract between Buyer and the Company, the Company shall furnish instructions for their disposition. Every claim on account of defective or nonconforming goods or due to any other cause shall be deemed waived by Buyer unless made to the Company in writing within ten (10) days of Buyer's receipt of the goods to which such claim relates. Failure to give such notice shall be deemed acceptance of the goods by the Buyer.

BUYER'S REMEDY: Buyer's sole and exclusive remedy on account, or in respect of nonconforming or defective goods shall be replacement of such goods by the Company at the original point of delivery. The Company shall in no event be liable for the cost of any labor expended by others on any nonconforming or defective goods or for any special, direct, indirect, incidental, or consequential damages to anyone by reason of the fact that such goods are defective or nonconforming.



PERMISSABLE VARIATIONS, STANDARDS, & TOLERANCES: Except in the particulars specific by Buyer and expressly agrees to in writing by The Company, all goods to be manufactured by The Company shall be produced in accordance with the Company's standard practices. All goods, including goods produced to meet exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, finish, straightness, section, composition, and mechanical properties, normal variations in surface, internal conditions, and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

CONDITIONS: All orders or contracts are accepted with understanding that they are subject to The Company's ability to obtain necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to the Company's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

SPECIAL ORDERS: If any material shall be manufactured and/or sold by the Company to meet Buyer's particular specifications or requirements and is not part of the Company's standard line offered by it to the trade generally in the usual course of the Company's business, Buyer agrees to defend, protect, and save harmless The Company against all suits at law or in equity and from all damages, claims, and demands arising from any actual or alleged infringement of any United States or foreign patent and/or any copyright, trademark, or other rights of any other party, and to defend any suit or actions which may be brought against the Company for any alleged infringement because of the manufacture and/or sale of the material covered thereby.

ACCEPTANCE: This is not a firm offer and may be changed or reworked at any time. If this offer is not accepted, as hereinafter provided, within thirty (30) days from the date it is submitted by the Company, it shall be deemed to have been withdrawn and of no effect. This offer may be accepted only by signing a copy of this Sales Order in the space provided. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempts to alter or omit any of such terms shall be deemed void unless expressly agreed to by the Company.

COLLECTION: This Agreement shall be governed by the law of the State of Pennsylvania, without regard to any conflict of law requirements. All disputes relating to or arising out of the contract for project shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Buyer shall, in the event that any action is taken on the part of the Company to collect any part due amount owing to the Company by Buyer under this contract, pay to the Company all costs of collection, including but not limited to reasonable attorney's fees. If any invoice is not paid on time or in full when due, warranties are null and void.

WAIVER: A waiver by the Company of any breach of contract by Buyer shall not constitute a waiver by the Company of the continuation of such breach or of any other breach of contract by Buyer.

AMENDMENTS: No agreement or understanding to modify these terms and conditions or any order made by Buyer shall be binding on Company unless in writing and signed by an authorized representative of the Company.

CONTROLLING PROVISIONS: These terms and conditions shall supersede any prior representations or agreements, whether oral or written, with respect to the subject matter of this order, and shall supersede any provisions, terms, and conditions contained in any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.