



## **General Terms and Conditions**

### **Pricing:**

Published prices for standard stock products are subject to change without notice.

If Heartland Glass Co., Inc. ("HG") is delayed at any time in the furnishing of labor or materials needed for the Work due to a delay in the delivery of or unavailability of specified materials or components for reasons beyond HG's control, the time to furnish such labor and/or materials will be equitably extended to account for such delays or unavailability. Notwithstanding any other provisions to the contrary, HG will not be liable to Customer for any expenses, losses, or damages (including liquidated damages) arising from a delay in the delivery of or unavailability of materials. HG will provide Customer with notice of such delay or unavailability promptly after HG becomes aware of it.

### **Quotes:**

Quotes on custom fabricated products are valid for **30 days**. Quote requests should be submitted in writing. HG will not be held liable to any verbal quote requests.

### **Non-Account Customers:**

All custom fabricated orders for customers without an account at HG will be prepaid with no exceptions.

### **Payment:**

Payment on all invoices shall be made to HG within **30 days** of issuance. All sums not paid when due will accrue interest at the rate of **1.5% per month**.

### **Cancellation Policy:**

To expedite our service, all custom orders are processed and sent to the production floor immediately following your receipt of order acknowledgment. Once the order has been sent into production, it cannot be changed. Please verify your order for accuracy before it is placed. If the order has been started, the customer will be responsible for any fabrication that has already been done.

### **Return Policy:**

Custom fabricated, cut-to-size, special order items, and stock sheet splits cannot be returned.

A **15% restocking fee** will be applied to all other returned stock items.

All stock items that may be eligible for credit should be returned within **1 month** of receipt. To be eligible for credit, stock items should be in like-new condition. If boxed or packaged, packaging should be unopened and undamaged.

### **Warranty Replacement:**

If any product produced at HG fails to meet our quality specification, HG will supply a replacement of the defective product. HG will bear no expense other than the replacement of the original product.

HG provides no warranty that products installed by the customer or other parties are fit for a particular purpose or use. Building, fire, and safety codes may vary widely. HG will assume no responsibility for products installed by the customer or other parties if or when they do not meet local building, fire, or safety codes.

#### Product Responsibility and Shipping:

HG is responsible for products that are shipped from our location to the delivery address listed on the order confirmation. Customer is responsible to check that orders are complete, accurate, and free of any breakage upon receipt. HG should be notified within 24 hours of receipt for replacement.

HG will assume no responsibility for product shipped/transported to any subsequent jobsites or Additional addresses.

### **Defect Inspection and Credit Policy:**

HG will make every attempt to inspect product(s) for defects prior to and at delivery.

Customer should also inspect the glass for defects such as scratches and chips at delivery. If inspection at delivery for these defects is not possible, the product should be inspected by the customer:

- within 24 hours of receipt, or
- within 5 business days of receipt for wrapped glass products

If the customer believes that the product is not within written specifications (**see Quality Specifications document found on our website**), the defect(s) should be reported to HG within the time frames above. Delays in reporting defects may result in no credit being issued.

Scratched, chipped, cracked, or broken products that have been cut, modified, or installed by the customer are not eligible for credit.

HG may request return of the defective product for inspection and/or quality improvement purposes.

### **To be eligible for credit:**

- All defects should be clearly marked on the glass for inspection before return to HG
- The defective product should be returned to HG within **1 month** of the date the item was picked up or received. If this is not possible, please contact a customer service representative immediately.
- Once returned to HG, glass and mirror products will be inspected according to the standards and tolerances detailed in the **Quality Specifications** document found on our website. Any blemish or defect that fails to meet these specifications may be eligible for credit.

**Please contact your HG representative with any questions or concerns regarding these General Terms and Conditions.**