

Terms and Conditions



This document outlines the terms and conditions of doing business with Clearlight Glass and Mirror. Placement of an order with Clearlight indicates acceptance of these terms and conditions. Please contact us if you have any questions concerning this document.

1.1 Order Acceptance

Orders in writing and via fax are preferred, but telephone orders will be accepted. Any errors in telephone orders that are not confirmed in writing will not be the responsibility of Clearlight. All custom orders will be non-cancelable and non-refundable after 24 hours of order receipt unless approved by Clearlight. Orders are not considered accepted and production will not begin until all questions regarding fabrication have been answered to our satisfaction.

Orders for pattern cuts must be accompanied by a full-size template, which may be rejected at Clearlight's sole discretion. Patterns provided via fax will **not** be accepted. For further details on order requirements, refer to the "Patterns and Template" section of this document.

1.2 Prices and Quotations

Prices are subject to change without notice. Quoted prices are good for 30 days unless otherwise specified in writing. Quotes are net and are not subject to further discounts.

1.3 Taxes

All orders are subject to North Carolina State sales tax unless a valid, signed, and most current NCDOR resale certificate (E-595E 1-07) is on file in our office. All quotations are priced without sales tax included unless specifically requested.

1.4 Payment Terms

All retail orders require a 100% payment at the time of the order. All commercial orders placed without an established line of credit will require a 50% deposit when the order is placed and the balance due upon delivery. Clearlight accepts cash, business and personal checks, and credit cards (Visa / MasterCard / Discover) for payment.

1.5 Extension of Credit

Accounts with established firms may be opened at the discretion of Clearlight. After completing the Credit Application Form, Clearlight will establish a credit limit for each customer. Each new account's first order is COD, and subsequent orders are subject to our terms and conditions. If at any time a customer's credit limit is exceeded, all deliveries will be stopped until payment has been made to bring the outstanding balance (orders plus invoices) under the limit. Clearlight also reserves the right to suspend production as well until payment has been made depending on the circumstances.

If an account becomes past due, all deliveries will be stopped until payment for the past due amount has been made. If an account becomes more than 30 days past due, all production orders will be

placed on hold until full payment of the past due amount has been made and without prejudice to all available legal remedies. If an account becomes more than 60 days past due, the extension of credit will be revoked – i.e. the account will become strictly COD until such time an agreement can be reached about further credit amounts. Any unpaid balances over 30 days past due are subject to interest charges of 1.5% per month / 18% per year.

1.6 Standard Tolerances

The following table reflects the industry standard tolerances for normal fabrication. Note that any glass to be inset must be ordered using plus zero / minus regular tolerance. See the “Critical Tolerances” section in this document for more details.

Thickness:	3/32”	1/8”	3/16”	1/4”	3/8”	1/2”	3/4”
Clean Cut, Seam (+/-)	1/16”	1/16”	1/16”	1/16”	3/32”	3/32”	1/8”
Polish, Bevel (+/-)	1/16”	1/16”	3/32”	3/32”	1/8”	3/16”	1/4”

1.7 Critical Tolerances / Hold Dimensions

Clearlight can fabricate to more exacting tolerances if requested for an additional charge. The specifications must be noted on the order before the order is quoted. We are not responsible for any rework that results from the failure to clearly and properly note any critical tolerances on an order. Clearlight cannot guarantee a hold dimension on 1/2” or 3/4” glass due to possible in-flares when cutting these thicknesses of heavy glass. Requests for tighter tolerances on thick glass will be handled on a case-by-case basis.

1.8 Quality Control

All products sold by Clearlight are inspected for defects immediately following fabrication using industry-standard guidelines established by the major glass suppliers. Any defect which cannot be seen when the glass is held at eye level in normal room light from a distance of three feet is considered acceptable. If the product does not pass this inspection, then Clearlight will remake the product before delivery to the customer.

1.9 Warranties

Mirror Warranty – Subject to these terms and conditions, Clearlight provides the following LIMITED WARRANTY for a period of one (1) year following the date of purchase against material defects and defects in workmanship for mirrors. All warranty claims are subject to inspection by Clearlight prior to providing a remedy, if any, for the warranty claim. This Warranty will not apply if after inspection by Clearlight, it is determined that the mirror has not been maintained in a manner consistent with the instructions and guidelines set forth by Clearlight for proper maintenance including but not limited to the use of improper cleaners or failure to maintain proper relative humidity (e.g. not running the air conditioner in an unoccupied house). Clearlight’s

responsibility to provide a remedy under this Warranty shall be, at its sole discretion, limited to either to provide a replacement of the affected mirror or refund of the purchase price. The refund or replacement shall constitute the limit and entirety of Clearlight's liability and obligation. This Warranty specifically excludes labor costs.

Insulated Glass Unit Warranty – Subject to these terms and conditions, and a right of inspection by Clearlight, Clearlight provides the following LIMITED WARRANTY for a period of five (5) years from the date of manufacture. Clearlight warrants the unit(s) shall be free from defects in material and workmanship; Clearlight further warrants the seal of the unit(s) against failure resulting in material obstruction of vision through the unit(s) due to accumulation of dust, moisture or film on internal glass surfaces, with the following exceptions:

THE INSULATED GLASS UNIT WARRANTY COVERAGE DOES NOT EXTEND TO:

Seal failure due to glass breakage; unit(s) which have not been installed in a workmanlike manner and glazed in accordance with at least SIGMA-suggested glazing instructions; unit(s) used or installed in high moisture environments, such as swimming pool enclosures, greenhouses, solar collectors and refrigeration units; unit(s) used or installed in high vibration environments such as motor vehicles, refrigeration units; unit(s) seal failure or breakage resulting from a film or coating applied to the exterior of the unit, including but not limited to non-acidic-free silicone; unit(s) installed in sloped glazing and skylights; unit(s) which have been improperly handled; unit(s) installed with incompatible sealant materials, including acidic silicone or any other sealant detrimental to the butyl or another part of the unit; any unit(s) exposed to moisture conditions prior to installation will not be covered by this warranty. This Warranty does not include costs of labor.

Shower Enclosure Warranty – Subject to these terms and conditions, Clearlight provides the following LIMITED WARRANTY for a period of one (1) year (Alumax products) or three (3) years (CRL products) following the date of installation against material defects and defects in workmanship for the shower hardware. This includes hinges, clamps, handles, bars, and all extruded aluminum components such as tracks and headers. All warranty claims are subject to inspection by Clearlight prior to providing a remedy, if any, for the warranty claim. This Warranty will not apply if after inspection by Clearlight, it is determined in Clearlight's sole discretion, that the shower has not been maintained in a manner consistent with the industry-standard instructions and guidelines for proper maintenance. Clearlight's responsibility to provide a remedy under this Warranty shall be, at its sole discretion, limited to repairing or replacing the affected hardware. The repair or replacement shall constitute the limit of Clearlight's liability and obligation. This warranty specifically excludes labor costs.

WARNING: Tempered glass has been known to spontaneously break or explode for no apparent reason. This breakage is thought to occur due to the fact that tempered glass is under an internal pressure which can release due to internal defects, thermal stresses, nickel sulfide inclusions, and/or damage during installation, among other reasons. Such spontaneous breakage is inherent to tempered glass and Clearlight specifically excludes such breakage, for whatever reason, from these Warranties and

Customer expressly accepts all liability and damages to person and property by assuming all risks associated with spontaneous breakage.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES, STATEMENTS OR REPRESENTATIONS, AND ALL WARRANTIES, STATEMENTS, OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. ALL IMPLIED WARRANTIES IN CONNECTION WITH THIS SALE, INCLUDING THE WARRANTY OF MERCHANTABILITY SHALL BE OF THE SAME DURATION AS THE WARRANTY PERIOD STATED ABOVE. CLEARLIGHT SPECIFICALLY MAKES NO WARRANTIES AS TO THE SUITABILITY OF THE UNIT(S) FOR ANY PARTICULAR APPLICATION. IN NO EVENT SHALL CLEARLIGHT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS).

1.10 Pickup / Delivery / Shipping

Notification will be provided when the work is completed. Clearlight can arrange to deliver the order to the customer's location within our delivery area for a fee, it can be packed and shipped using a third-party transportation company, or the customer can pick up the order at the shop. Any costs for packaging and shipping will be passed through to the customer. Note that we do not deliver to construction sites due to safety and liability issues.

Any customer order not picked up within 30 days after notification of completion may be sold at Clearlight's discretion, and any deposit will be forfeited to cover our costs of labor, material, and storage.

1.11 Receipt of Goods / Inspection

Upon delivery / pick up of orders, the customer is required to visually inspect the product for any damage, shortage, or other problems. If any issue is found, the customer must contact Clearlight immediately to describe the problem and determine the corrective action plan. No credit will be given on merchandise when an inspection is not done when the product is received.

Scratches, chips, and wheel marks which are found to be unacceptable using the above-described industry procedure (see the "Quality Control" section) will be replaced / repaired at no charge or

a refund given at the discretion of Clearlight. Any replacements and/or repairs will be scheduled to be fabricated as soon as possible.

For cased deliveries, notice of damages must be given within 48 hours of delivery. Freight damages are the responsibility of the freight company and must be resolved with them. On large orders of 10 or more pieces, an extended inspection time may be given with prior approval.

For further information, see the “Return Policy” section in this document.

1.12 Return Policy

All items rejected by the customer must be available for inspection at the Clearlight offices before replacement begins. Any items that have been moved, transported, resold, installed, modified, or otherwise changed by the customer will be considered accepted and are subject to the full cost of replacement. Returns for any reasons other than poor quality (e.g. scratches or chips) and fabrication accuracy (e.g. does not match the order specifications) will not be accepted, except with prior approval by Clearlight.

1.13 Standard Lead Times

Clearlight maintains standard lead times based on the size of the order and the fabrication requirements. Orders are processed daily and any orders received after 2 p.m. will be processed the following business day. Manufacturing will not begin until the Customer confirms the order and, where applicable, has paid for the order per the “Payment Terms” section above. Any changes in normal lead times for larger orders, non-stocked materials, etc. will be communicated at the time of order confirmation. We make every effort to complete orders within our published lead times, but note that these are only projections and **do not represent a guarantee**. If a specific completion deadline is required, see the “Rush Service” section for additional options.

Operation Lead Times in Business Days				
Cut & Seam	Other Fabrication	Straight Edging / Shape Edging	Tempering	Sandblast Etching
2 days	add 3 more	add 5 more	add 5 more	add 5 more

Other fabrication includes pattern cuts, corner treatments, plate grooving, holes, cutouts, and safety backing. Shaped edging always includes time for cut & seam and other fabrication plus shape time. Due to the time- or skill-intensive aspect of specific orders, these lead times may need to be increased substantially.

Using the table above, here are some examples of how to compute the standard lead times:

Type of Edging / Fabrication Options Operation		Lead Time
None	Cut (& Seamed)	2 business days
None	Cut & Tempered	7 business days
None	Cut & Sandblasted	7 business days
None	Cut & Tempered & Sandblasted	12 business days
Straight Fabrication / Other	Cut & Edged	5 business days
Straight Fabrication / Other	Cut & Edged & Tempered	10 business days
Straight Fabrication / Other	Cut & Edged & Sandblasted	10 business days
Straight Fabrication / Other	Cut & Edged & Sandblasted & Tempered	15 business days
Shaped Edging	Cut & Edged	10 business days
Shaped Edging	Cut & Edged & Tempered	15 business days
Shaped Edging	Cut & Edged & Sandblasted	15 business days
Shaped Edging	Cut & Edged & Sandblasted & Tempered	20 business days

1.14 Rush Service

If the customer requests delivery of an order faster than the published standard lead times, Clearlight will attempt to provide expedited fabrication for a premium above the published pricing schedule. The customer must request this service at the time the order is placed, and must provide the requested delivery date. Clearlight will evaluate its shop schedule and raw material availability at that time to determine if the desired date is feasible. Even if the date is feasible, **delivery by the date is not guaranteed**. The order confirmation will reflect Clearlight’s best possible delivery date based on these factors, and will indicate the percent premium for the service. The customer must approve the timing and special pricing of the order before production begins. The up-charge for rush service will vary depending on the requirements and how much quicker than the normal production time the product is needed. Once approved, the customer will be charged regardless

of when they take delivery of the product because Clearlight will have already invested its time and energy in completing the order in the agreed upon time frame.

Service Level	Operation Lead Times in Business Days					
	Price Premium	Cut & Seam	Straight Edging / Other Fabrication	Shape Edging	Tempering	Sandblast Etching
Level 1	+10%	1 day	add 2 more	add 4 more	add 4 more	add 4 more
Level 2	+25%	1 day	add 2 more	add 3 more	add 3 more	add 3 more
Level 3	+50%	1 day	Add 1 more	add 2 more	add 2 more*	add 2 more
Level 4	+100%	0 days	Add 1 more	add 1 more	add 1 more*	add 1 more

* NOTE that Clearlight cannot guarantee these times because of the issues inherent with the tempering and other processes. **These represent target times only and customer agrees to pay the rush charges regardless of the actual delivery date.**

1.15 Shipping / Damage Claims

All merchandise is carefully inspected before packaging and is shipped in approved materials when it leaves the shop. All freight damage claims are the responsibility of the consignee. Customers should note any visible damage to the shipping container on the receiving ticket before signing. The customer is protected from concealed damage if a claim is made within 24 hours of delivery. Failure to follow these procedures may result in a denial of the claim and therefore a loss to the customer.

1.16 Customer-Owned Glass / Mirror

Clearlight performs fabrication services on customer-owned product, and handles it with the utmost care. However, due to many factors not under our control, we cannot be responsible for any damage that may occur while in our shop, including while tempering. The customer must understand the risks involved before requesting these services. Charges will vary depending on the services performed plus appropriate labor charges.

All customer glass will be inspected by Clearlight upon receipt at the shop, and we will not be responsible for any surface damages that are present at that time. Also, if the glass has been pre-cut to size, Clearlight cannot be responsible for the finished size because the fabrication process may reduce its overall dimensions. It is therefore important that the Customer obtain the gross size specifications from Clearlight that include the required overages so that the final net

dimensions can be met. This information must be supplied at the confirmation of the order. Only fabrication quality is guaranteed.

1.17 Customer-Owned Material

Clearlight installs our products into customers' material including windows, doors, frames, and furniture. We take all reasonable and prudent steps to safeguard them while in our possession. However, Clearlight is not responsible for any damage that may occur while in our shop. The customer must understand the risks involved before requesting these services. Charges will vary depending on the services performed plus appropriate labor charges.

All customer-owned items dropped off for a quote that is not subsequently ordered must be picked up within 30 days or the items will be discarded due to storage limitations. Orders not retrieved by customers within 30 days of notification of completion will be discarded due to storage limitations.

1.18 Application and Use

Clearlight does not warrant the application and use of the products we supply. It is up to the customer to make the determination of applicability and suitability of the requested products for the intended use.

1.19 Liability

Clearlight is not responsible for any delays by factors outside the reasonable control of the company such as labor shortages, equipment failure, defective raw materials, vendor delays, vendor error, spontaneous breakage or acts of God. In all cases, Clearlight's liability will not exceed the amount of our invoice. Clearlight does not provide a warranty of merchantability nor warranty the application and/or use of the product provided.