

# TERMS & CONDITIONS

At Clarus®, quality is in our DNA. Our passion for excellence in manufacturing extends throughout the entire customer experience. Every order is important to us. These terms and conditions are hereby incorporated into every order and all products sold by Clarus Glassboards.

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## ACKNOWLEDGMENT

Clarus will send an acknowledgment email for each order. When you receive the acknowledgment, please check it for accuracy. It is the customer's responsibility to contact Clarus immediately regarding any discrepancies or inconsistencies between the original order and the one in the acknowledgment email. All orders are placed into production upon final acceptance of the order by Clarus. Estimated ship dates are included within the order acknowledgment.

## ORDER PROCEDURE

All orders must ship within 60 days of PO receipt. Clarus is not liable for orders that cannot be accurately fulfilled due to incomplete or inaccurate information provided by the customer or the customer's authorized agent. Clarus will not begin production of an order until all required information is received.

## PRICES

Values within the current price guide are shown at list price and apply to standard products only. Storage, sales tax, custom charges, and any installation charges are not included in the price guide quotes. We reserve the right to modify prices without prior notification.

## SALES AND USE TAXES

In jurisdictions where Clarus has an established Sales & Use Tax Registration, Clarus will charge any applicable taxes on all orders by the rate and requirements of the local jurisdiction. A verifiable and applicable tax exemption or resale certificate is required by the receiving customer if the customer claims exemption from sales tax on any orders. Exemption or resale certificates must be received prior to the order's invoice for taxes to be excluded. In jurisdictions where Clarus does not have a Sales & Use Tax Registration, and therefore does not collect sales tax, the customer is responsible for collecting and remitting all applicable Sales and Use taxes directly to its taxing authority.

## TERMS

All new customers are given an initial credit limit at the discretion of Clarus Management. Customers can submit a credit application requesting a higher credit limit. When approved, Clarus will establish an allowable credit limit on an individual customer basis, that will be monitored and updated as needed. The credit terms may include a combination of an allowable credit limit and/or extended payment terms. Past due accounts are subject to a 1.5% late charge per month after 30 days. All credit terms are subject to change without prior notice.

Outstanding payment obligations that are more than 30 days past due will result in a temporary credit hold until the account is current.

## DEPOSITS

Clarus reserves the right to require deposits. When customer deposits are required, the deposit must be received by Clarus before Clarus can accept the order.

## CANCELLATIONS

All orders are considered firm and cannot be canceled, unless Clarus grants written consent. Clarus reserves the right to apply a cancellation fee on any approved cancellations.

## CHANGE ORDERS

Clarus reserves the right to apply additional charges to any orders revised after manufacturing has begun. Additions or changes to approved orders may be subject to a postponement of shipment.

## SHORTAGE AND DEFECT CLAIMS

Any shortage claim must be reported within 24 hours of shipment receipt. Any defects or errors must be claimed within seven (7) days after delivery. Failure to report claims indicates full acceptance of product. Claims must be filed prior to installation.

## QUOTES

Prices are valid for 60 days and for the quantities listed on the quote request, unless otherwise noted. Any special requests that were not noted on the initial quote may incur an additional fee.

## STORAGE

Orders will be shipped when completed. On orders for which the customer is unable or unwilling to take delivery as scheduled, the merchandise may be shipped to storage facilities at the customer's expense or held in a Clarus facility for an additional fee.

## WARRANTY

Clarus warrants that for a period of twenty (20) years from the date of purchase, that the product will be free from defects in material and workmanship. This Limited Warranty extends only to the original purchaser or the first retail purchaser of the product.

If during this twenty (20) year period, the product is defective in materials or workmanship, Clarus will, in its sole discretion, either repair or replace the defective portion of the product. This Limited Warranty does not cover damage resulting from, or in any way attributable to, improper use, storage, shipping, handling, installation, or modification of the product.

## SHIPPING

Clarus reserves the right to ship by what is, in the company's opinion, the best way. The shipping charge is added to the total net cost of all orders. Please contact Clarus Sales for shipping estimates prior to placing an order. Freight surcharges may be added to orders.

Will Call orders are subject to a crating fee. Clarus will notify the customer when the order is ready for pick-up. Clarus maintains title to the goods until such time as the customer picks up and signs for the product, or title is transferred via freight carrier. All other Clarus terms and conditions apply as if the product were delivered, and Clarus reserves the right to charge storage fees for unclaimed product after notification.

Merchandise shipped is F.O.B. factory from Fort Worth, TX. Title of the product passes from Clarus to the purchaser upon shipment of product by Clarus. It is the responsibility of the purchaser or consignee to report to the carrier promptly upon receipt, and to settle with the carrier any subsequent claims for loss or damage.

If shipment arrives damaged or short, you should first inspect all cartons/crates immediately and note any visual damage or shortages on the delivery receipt. The carrier should be notified immediately to inspect the merchandise, and consignee should subsequently file a freight claim. If visual damage is not apparent, sign the delivery receipt "No Visual Damage." This allows recourse for a concealed damage claim. Claims for freight damage, concealed or otherwise, must be made within seven (7) days of the original delivery date.

Failure to make claims against designated carrier within seven (7) days constitutes as acceptance of the merchandise and a waiver of any defects, errors, or shortages discovered upon inspection.

Shipping dates mentioned on the order confirmation are estimates only. Clarus is not responsible for shipping delays of any kind.

## RETURNS

Many Clarus products are made-to-order and may not be returned. Clarus reserves the right to refuse return of custom-made or specialty products. If Clarus chooses to accept a return, merchandise must be returned unused and properly packaged in its original shipping carton. Products may only be returned with written permission from Clarus. If permission is granted to return a product, a return merchandise authorization (RMA) must accompany the product. Returned products will not be accepted without an RMA. Unless otherwise agreed, the return freight charges are the customer's responsibility. All returns are subject to a restocking fee at Clarus' discretion.

## PRODUCT ENHANCEMENTS

In our continuous improvement efforts, Clarus reserves the right to institute changes to materials, parts, or design as well as to discontinue models, options, and/or parts without any prior notice.

## LIMITATION OF LIABILITY

Claims' maximum cumulative liability to the buyer shall not exceed the monetary amount of the purchase price of the goods claimed to be defective. This is buyer's sole and exclusive remedy. Buyer is not entitled to consequential or special damages.

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