

## TERMS OF SALE

1. TecnoGlass agrees to furnish only the goods described in the order confirmation/acknowledgment/pro forma or quotation, which may vary from project plans, specifications, and/or purchase orders.
2. The contract price is based solely upon the particular drawings, specifications, makeups, or other contract documents, which are specifically identified in the quotation. Items omitted are excluded.
3. The contract price is conditioned upon payment within 30 days of receipt of materials with no retainage allowed.
4. The time for delivery shown on the face of the order confirmation/acknowledgment/ pro forma, if any, is an estimate only. TecnoGlass will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of the cause. TecnoGlass will select the method of delivery.
5. Completed orders unable to be accepted within 30 days of the original ship date are subject to storage charges. Fees will be assessed at \$150.00 per crate per month. The storage charges will be payable net 30 days. TecnoGlass will not be liable for damage to materials stored longer than 60 days nor will TecnoGlass be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by TecnoGlass in any product materials.
6. TecnoGlass reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors.
7. TecnoGlass may, in its sole discretion, agree to grant credit terms to Buyer. TecnoGlass will not be liable to Buyer for any refusal to grant credit. Any credit terms are subject to TecnoGlass continuing approval of Buyer's credit. If in TecnoGlass sole discretion Buyer's credit or financial standing becomes unsatisfactory TecnoGlass may withdraw or modify the credit terms. Buyer shall be responsible for TecnoGlass costs of collection including reasonable attorney's fees in the event of nonpayment.
8. Unless otherwise agreed in writing by TecnoGlass, all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices, and practical testing and inspection method
9. TecnoGlass has no system design or application responsibility to Buyer or any third party.
10. TecnoGlass expressly disclaims any implied warranty of Merchantability or fitness for any particular purpose and any other obligation or liability not expressly set forth in its Standard terms of warranty. TecnoGlass shall not be liable under any circumstances for incidental or consequential Damages.
11. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee.
12. TecnoGlass provides a limited warranty. Its terms are set out in TecnoGlass separate warranty certificate available on request. TecnoGlass will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. TecnoGlass may void the limited warranty upon products for which TecnoGlass has not been paid.

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**Any inquiries should be directed to:**

Tel: (305) 420-6691 / (305) 395-3329  
Fax: (786) 513-2988

Tecnoglass limited warranty as provided to Buyer may only be modified upon written approval of Tecnoglass President or Vice President(s). Any verbal representations intended to modify any existing Tecnoglass warranty shall be invalid and unenforceable against Tecnoglass. Extended warranties may be available at additional cost and are subject to management and technical approval of glazing details.

13. No goods may be returned to Tecnoglass for credit without prior written consent. After Buyer's order has been accepted, the order may not be modified, canceled or changed without Tecnoglass consent. Buyer shall be responsible to Tecnoglass for reasonable cancellation or order change charges.

14. Tecnoglass shall not be obligated to make any changes or additions to the goods described in the order confirmation/acknowledgment/proforma or quotation unless Tecnoglass agrees in writing and an equitable adjustment is made if necessary to the price and delivery terms.

15. Buyer shall inspect the goods upon receipt and promptly notify Tecnoglass of any claim that the goods are nonconforming. Tecnoglass shall be allowed reasonable opportunity to inspect and cure any claim of alleged non-conformity. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with Tecnoglass operations and the consequent approval or rejection shall be made before shipment of the goods.

16. Buyer acknowledges that the quoted prices do not include freight, manufacturer gross receipts taxes, sales or use taxes, or any other state, local, and federal taxes and/or assessments that may be payable on the transaction unless otherwise stated in writing by Tecnoglass. All additional delivery costs arising from local labor agreements shall be borne by the buyer. All square foot pricing is invoiced rounding to the next even dimensional inch.

17. Buyer acknowledges they are liable for State and local sales/use tax for the goods they are purchasing. Therefore, this order will be taxed in accordance with State and local tax laws to where the product is being shipped. In the event that this order is a nontaxable project, Tecnoglass must have a valid and properly executed sales/use tax exemption certificate on file prior to the invoicing or you will be billed sales/use tax.

Once you are invoiced by Tecnoglass it is your responsibility to make payment in full to Tecnoglass.

18. All Orders are subject to and Buyer is bound by Tecnoglass Terms of Sale without change, unless otherwise set forth in writing and accepted in writing by Tecnoglass. To the extent any other terms and/or conditions from any other source, including Buyer, are deemed to conflict with Tecnoglass Terms of Sale, Tecnoglass Terms of Sale will govern.

19. This agreement shall be governed and construed according to the laws of the Republic of Colombia.

20. Under no circumstances shall Tecnoglass be liable to or agree to indemnify Buyer or any third party for any loss, costs, damage or expense (including attorney's fees) resulting from Buyer's or any third party's actions or conduct. Buyer shall indemnify and hold Tecnoglass and its employees, agents, assigns and heirs harmless from and against any loss, costs, damage, or expense (including attorney's fees) resulting from any charge or claim of personal injury or property damage arising out of Buyer's performance under this order or Buyer's negligence or willful misconduct.

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