



GlasMasters, Inc.  
8873 Western Way  
Jacksonville, FL 32256

 (904) 400-7100  
 [www.gmbboxes.com](http://www.gmbboxes.com)

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“Terms”) apply to all quotations, sales, and deliveries of products (“Products”) by GlasMasters, Inc. (“Supplier”) to any purchaser (“Customer”). Any additional or different terms proposed by Customer are expressly rejected unless agreed to in writing by Supplier.

### 1. ACCEPTANCE; ORDER ACKNOWLEDGMENT; ENTIRE AGREEMENT

Supplier shall not be deemed to have accepted any purchase order (“PO”) unless and until Supplier issues a written Order Acknowledgment. The pricing, terms, delivery method, and freight terms stated on the Order Acknowledgment shall supersede any pricing or terms contained in Customer’s PO, regardless of when submitted.

Customer shall have twenty-four (24) hours from receipt of the Order Acknowledgment to object in writing to any pricing or terms stated therein. Failure to object within such time period shall constitute Customer’s acceptance of and agreement to the pricing and terms stated on the Order Acknowledgment.

These Terms, together with the applicable Order Acknowledgment, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements or understandings, whether written or oral.

### 2. PRICES; TAXES

Prices are as stated on Supplier’s Order Acknowledgment. Prices do not include sales, use, excise, value-added, or similar taxes, duties, or tariffs, all of which shall be the responsibility of Customer unless Supplier is required by law to collect them.

### 3. PAYMENT TERMS

Unless otherwise stated in writing on the Order Acknowledgment, payment terms are Net (30) days from invoice date, subject to credit approval. Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law. Customer shall be responsible for all reasonable costs of collection, including attorneys’ fees.

Any invoice disputes must be submitted in writing within five (5) business days of the invoice date. Failure to do so shall constitute acceptance of the invoice and the amounts billed.

Customer may not withhold, offset, or deduct any amounts from invoices without Supplier’s prior written consent.

### 4. MODIFICATION OR CANCELLATION



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An order may be modified or canceled at any time by either party upon written notice. However, if any work has commenced prior to modification or cancellation, Customer shall be responsible for all costs incurred by Supplier up to the effective date of such modification or cancellation.

Such costs may include, without limitation, materials ordered or received, Products in production, labor, tooling, engineering, setup, and overhead, and shall be specified by Supplier at the time of modification or cancellation. Customer agrees to promptly pay all such costs.

## 5. PRODUCT SPECIFICATIONS AND DESIGN CHANGES

Supplier reserves the right to make reasonable changes to product designs or specifications that do not materially affect form, fit, or function.

## 6. DELIVERY; RISK OF LOSS

Unless otherwise stated on the Order Acknowledgment, Products are sold F.O.B. Supplier's facility, and risk of loss passes to Customer upon delivery to the carrier. Delivery dates are estimates only.

Supplier shall not be liable for any delays in shipment or delivery, including but not limited to delays caused by carriers, transportation issues, labor shortages, weather, routing changes, jobsite conditions, or other circumstances beyond Supplier's reasonable control.

## 7. INSPECTION; FREIGHT DAMAGE AND SHORTAGES

Customer shall inspect all Products immediately upon delivery. Any damage, loss, or shortages must be noted on the carrier's delivery receipt or bill of lading at the time of delivery.

Failure to properly note damage or shortages at delivery shall constitute Customer's acceptance of the shipment as delivered, and Supplier shall not be liable for such damage or shortages. In such event, Customer may pursue a freight claim directly with the carrier at Customer's sole expense.

## 8. FREIGHT CHARGES AND ACCESSORIAL FEES

Customer is responsible for all freight charges and any additional carrier fees, including but not limited to redelivery, reconsignment, residential delivery, construction site delivery, limited access, lift gate service, detention, or similar accessorial charges.

Customer shall notify Supplier of any special delivery requirements prior to shipment so such charges may be included in the Order Acknowledgment. If Customer fails to do so and the carrier charges Supplier for such services, Supplier shall invoice Customer for the additional charges, and Customer agrees to pay such charges promptly.

Any free freight allowance, prepaid freight, or delivered pricing applies solely to standard transportation charges. Customer remains responsible for all accessorial and additional carrier charges, including but



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not limited to redelivery, reconsignment, residential delivery, construction site delivery, limited access, lift gate service, detention, or similar fees, unless expressly stated otherwise in writing on the Order Acknowledgment.

## 9. PREPAID AND ADD FREIGHT HANDLING

For shipments designated as prepaid and add, Supplier may include additional charges to cover Supplier's costs associated with arranging, handling, and billing freight, including administrative and processing expenses.

## 10. STORAGE; FAILURE TO TAKE DELIVERY

If, at Customer's request or due to Customer's failure to accept delivery, an order or delivery is placed on hold after Products are ready for shipment, Supplier may charge storage, handling, insurance, and administrative fees of up to ten percent (10%) per month, calculated on the invoice value of the affected Products, for each month or portion thereof that the Products remain on hold, for up to twelve (12) months.

If Customer fails to provide timely or complete delivery instructions, such failure shall be deemed a request to place the order on hold and shall be subject to applicable storage charges under this Section.

If the Products remain on hold for more than twelve (12) months, Supplier may, at its discretion, resell or discard the Products unless Customer agrees in writing to continue paying applicable storage charges. Any such resale or disposal shall not relieve Customer of responsibility for all accrued storage charges and any other amounts due.

Storage charges shall be invoiced monthly and are payable in accordance with Supplier's standard payment terms.

## 11. WARRANTY

All Products shall be subject solely to Supplier's standard warranty as posted on Supplier's website at the time of sale, which is incorporated herein by reference. No other warranties are made or implied.

Customer acknowledges that it is solely responsible for determining the suitability of the Products for Customer's intended use or application.

## 12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Supplier shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits or business interruption.

Supplier's total liability arising out of or related to any order shall not exceed the purchase price paid by Customer for the Products giving rise to the claim.



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### 13. FORCE MAJEURE

Supplier shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, labor disputes, material shortages, transportation delays, governmental actions, or supply chain disruptions.

### 14. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

### 15. SEVERABILITY; NO WAIVER

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect. Supplier's failure to enforce any provision shall not constitute a waiver.