

# RENAISSANCE-USA

## GENERAL TERMS AND CONDITIONS

**THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL SALES AND INSTALLATION WORK. THESE GENERAL TERMS AND CONDITIONS SUPERCEDE ANY PRIOR LETTER OF INTENT OR OTHER AGREEMENT. BY SIGNING THE QUOTE, BUYER AGREES THAT BUYER HAS READ AND ACCEPTS THESE GENERAL TERMS AND CONDITIONS OF RENAISSANCE-USA AS PART OF THE PARTIES CONTRACT:**

### GENERAL TERMS OF THE CONTRACT

**ENTIRE AGREEMENT BETWEEN PARTIES:** The entire agreement between the parties consists: of the signed Quote; these General Terms and Conditions; the Project Lead-Time Schedule; Buyer-Approved Shop Drawings; signed and accepted Change Orders and Addendums; and Renaissance Limited Warranty. The parties agree that the written terms of the listed documents are the sole terms of the parties' agreement. All other documents, oral discussions, assurances, or representations are superseded and not included as part of the contract. Buyer's Purchase Order may not alter or supplement the terms of the parties' agreement, unless unequivocally accepted as part of the contract by an authorized Renaissance representative in writing. **Buyer may issue a purchase order for administrative purposes only.**

In the event Buyer proposes additional contract terms at any time after Quote acceptance for consideration by Renaissance, Buyer will pay Renaissance for all costs of Renaissance employees and Renaissance legal counsel (at prevailing rates) for time incurred in negotiating any and all additional terms. **Any additional proposed terms will delay the lead times.**

**SPECIFICATIONS USED FOR QUOTE:** All quotes reflect Renaissance's interpretation of the Buyer's request and/or specifications. Renaissance may deviate from specifications for function, cost, etc. or per Buyer's request. Renaissance reserves the right to provide its closest available alternative to the Buyer's specification, provided that the alternative does not materially impair the intended use of the product. It is Buyer's responsibility to verify that Renaissance Quote and shop drawings meet Buyer's needs, whether reflected in the specifications or otherwise. Any items not specifically included in the Quote are excluded from Renaissance scope of work, even if included in specifications provided at time of Quote. Professional engineering calculations and/or stamped seal are not included, unless specifically noted or accepted by the Buyer and stated on Renaissance quotation.

**WITHDRAWAL OF OFFER/QUOTED PRICE:** Renaissance reserves the right to withdraw or adjust its Quote at any time prior to acceptance. If a Quote is not accepted within 30 days from the date it is issued by Renaissance, it shall be deemed to have been withdrawn and of no effect unless specifically accepted, renewed and/or updated by Renaissance in writing. In the event Renaissance receives an executed Quote more than 30 day after issuance, Renaissance shall have up to 60 days to issue written notice to Buyer of revised costs. Upon receipt of the notice, Buyer shall have 14 days to cancel the Quote by written notice to Renaissance. If not so cancelled, the price adjustment shall be accepted. It shall not be deemed as valid without written notification from Renaissance.

**ACCEPTANCE:** Renaissance offer may be accepted only by signing a copy of the Quote in the space provided. Acceptance of the Quote is expressly limited to the exact language of the Quote and the terms contained herein. Any attempt to alter or omit any of such terms shall be deemed void unless expressly agreed to, in writing, by Renaissance. Renaissance is not responsible to begin production prior to receipt of signed Quote and required funding and support paperwork.

**TITLE TO DRAWINGS, PLANS, AND SPECIFICATIONS:** Renaissance at all times shall be deemed the sole author of, and shall have exclusive ownership of and title to, all designs, drawings, plans, and specifications, and all associated copyrights, prepared or used in connection with this Quote. The Buyer shall be permitted to use such drawings, plans, and specifications only in connection with this Quote and shall not disclose such drawings, plans, or specifications to any person, firm or corporation: (a) other than Buyer's employees, customers, consultants, subcontractors, or government inspectors; and (b) in furtherance of Renaissance performance of designated project. The Buyer shall, upon Renaissance request or upon completion of this Project, promptly return all drawings, plans, and specifications to Renaissance. Renaissance drawings, plans, and specifications shall not be used by the Buyer or others on other projects. The Buyer shall place an appropriate copyright notice (reflecting Renaissance copyright ownership) on all copies, made by or at the direction of the Buyer, of the drawings, plans, and specifications, and shall not remove any copyright notices.

# RENAISSANCE-USA

**DRAWING APPROVAL:** Renaissance will provide Shop Drawings. Drawings are designed to ensure that the Buyer and Renaissance agree on Product to be produced. By approving Shop Drawings, Buyer and/or its agents are accepting full responsibility for dimensions, details, and criteria listed. Renaissance recommends consulting with an industry professional prior to approving Shop Drawings, as Renaissance will not be held liable or responsible for any alleged inaccurate dimensions or specifications approved by the Buyer on the Signed Shop Drawings.

**Buyer assumes all responsibility for contents of final Shop Drawings that Buyer has approved. Construction and fabrication of Renaissance product, in material conformity with approved Shop Drawings, will constitute satisfactory fabrication and/or installation of the product.**

Submission of final signed and approved Shop Drawings by Buyer more than 90 days from date of initial submission by Renaissance, or any other delay in the project caused by Buyer, will result in the adjustment of contract price to offset any increase in the cost of labor/ materials to be incurred by Renaissance, plus a reasonable mark-up for overhead and profit. Increases in the contract price will follow the Renaissance Change Order process. Buyer agrees to sign and approve said Change Orders.

**CHANGE ORDER:** Any modifications to the original Signed Quote will follow Renaissance Change Order approval process. **Any alterations to projects which require engineering re-evaluation or revised drawings will be charged to the Buyer at prevailing rates. Buyer is required to sign a Change Order accepting the additional time and applicable costs before any revision work will begin. Buyer agrees to execute or communicate rejection of Renaissance proposed Change Order within 10 business days of receipt. In the absence of written rejection, the Change Order will be deemed accepted by Buyer.** By way of example, Change Orders that include changes in glass sizes (particularly to oversized glass), finish and hardware selections, dimensions, design and other changes will result in pricing and lead time adjustments. In the absence of an approved Change Order, Renaissance will be entitled to reasonable compensation for any additional materials or services which Buyer had knowledge and/or accepted the benefit of the work. **Additionally, lead times may be extended, in the discretion of Renaissance, based: (a) on the nature of the Change Order; (b) delay in its execution; and/or (c) business conditions at time of Change Order acceptance.**

**INSPECTION:** Buyer may request inspection of the goods ordered at Renaissance manufacturing site. Such inspection shall not interfere with Renaissance operations and occur only upon a written request with a minimum notice of one (1) week.

**CANCELLATION:** Renaissance may cancel/terminate Buyer's agreement upon 10 days written notice if Buyer is in material breach of the contract. Cancellation by Buyer will be effective only upon written acknowledgement of Renaissance.

Upon cancellation, Renaissance is entitled to recover the contract price less only the costs saved by not being required to fully perform. In that event, payment to Renaissance shall include, but is not limited to, all costs and expenses incurred by Renaissance, as well as reasonable compensation for overhead and profit. Renaissance shall have not less than thirty (30) days to provide to Buyer a calculation of the balance owed.

**CONFIDENTIALITY:** By receiving requested information provided by Renaissance, Buyer and anyone acting on Buyer's behalf shall treat the information as confidential. Proprietary, protected or confidential information will not be disclosed to any third party, except in furtherance of Buyer's project and consistent with industry standards, unless upon the written consent of Renaissance.

**COMMUNICATIONS WITH OTHERS:** Buyer agrees that if Buyer's customer, end-user, or any other party involved in Buyer's project communicates to Renaissance that Buyer's work, conduct, management of a project or performance of service is deficient, Renaissance may (at its option) conduct an investigation to determine the legitimacy of the complaint and Buyer's compliance with Renaissance requirements and published service procedures. Buyer authorizes Renaissance to communicate directly with Buyer's customer or other involved parties and conduct any such investigation. Buyer also authorizes Renaissance to contact Buyer's customer/end user or other involved party if Buyer fails to respond to inquiries by Renaissance relating to the project. Buyer agrees to take such corrective actions as may be reasonably requested by Renaissance. Renaissance reserves the right to take any action needed to service the Buyer's customer or other involved party if, in Renaissance reasonable discretion, Buyer fails to do so in a timely manner. In the event of breach by Buyer, Renaissance shall be entitled to reimbursement of all reasonable costs incurred to service the Buyer's customer. Buyer acknowledges that its failure to adhere to the provisions of this paragraph shall constitute a material breach of this Agreement.

# RENAISSANCE-USA

**CONTACT INFORMATION:** The name, address, and phone number of the property owner and all pertinent points of contact (Architect, General Contractor, etc.) will be required on the Job Specific Information Form to be submitted with Buyer-signed Quote. Buyer hereby warrants and certifies that the information being provided is correct, especially the jobsite address and owner Identification. Buyer will be responsible to pay any damages, losses, costs, or expenses incurred by Renaissance resulting from Buyers' failure to provide correct information, including any inability of Renaissance to effectively assert a lien against the correct property.

## PAYMENT AND COLLECTION TERMS

**STANDARD TERMS:** Orders totaling between \$5,000.00 and \$10,000.00 and ALL orders shipping outside of the United States must be paid in full prior to shipment (50% deposit due with signed Quote/50% paid 1 week prior to shipment).

Projects that are greater than \$10,000.00 follow standard terms of: 50% deposit due with signed Quote; 30% upon glass order placed, 20% 1 week prior to shipment (unless detailed differently on the Quote). Payment terms are applied independently to each partial shipment pursuant to the Quote.

Deposit payment is due within one week of receipt of signed Quote. Any delay in deposit payment may delay the release of project to drafting. In the event that there are any outstanding monies owed to Renaissance for any reason, Renaissance reserves the right to delay production, suspend lead times or hold a shipment on any job until such time as all invoices have been paid in full.

Payments will require verification of funds if not paid by certified check or wire transfer before material will be released for shipment. At any time at the sole discretion of Renaissance, Renaissance retains the right to amend these payment terms. Accepted payment is, ACH Debit, Check, Cashier's Check or Wire, (wire transfer is the only accepted form of international payment)

**SECURITY INTEREST OF RENAISSANCE** Buyer grants a security interest in: (a) all deposits/payments made for any project by Buyer; (b) all product of Renaissance in the possession of Renaissance or Buyer; and (c) any payments owed to Buyer by its customer. In the event of any payment default by Buyer, Buyer authorizes Renaissance to apply any deposit/payment for any other project towards the past due amount, as well as to exercise any remedies available under the Uniform Commercial Code. Renaissance duty to perform the project(s) associated with any applied deposit/payment shall be suspended until such time as deposit(s)/payment(s) are restored. Payments will be applied to any outstanding invoice(s) of Buyer at the discretion of Renaissance.

**DEFAULT OF PAYMENT:** All payments must be made within the specified timeframes of the Quote and these General Terms and Conditions. Buyer is not permitted to make back charges, deductions, or offsets against payments due under the terms of the parties' contract; any such actions will be a material breach of the contract. Buyer will be responsible for a finance charge of 1.50% per month on all past due amounts. The minimum monthly finance charge will be \$10.00 per month. Default of payment on any one (1) invoice by Buyer may result in full revocation of credit terms and place the entire account on credit hold. Buyer will not be entitled to issuance of a Warranty if any outstanding balances are owed to Renaissance for the specified project, or past due balances exist for any other project. Buyer will be responsible for all reasonable attorney fees and other costs incurred in collecting any and all past due balances. Attorney's fees of 35% of the outstanding balance or \$250.00 per hour shall be conclusively presumed reasonable, but shall not preclude Renaissance from recovery of higher amounts if reasonable. Buyer will be charged a \$50.00 fee for any checks returned for insufficient funds.

**SALES/USE TAX:** All applicable taxes are the responsibility of the Buyer. All sales tax due will be invoiced, if product ships to a state in which Renaissance is registered to collect and remit sales tax. If Buyer or the end-user qualify for sales tax-exempt status, Buyer must mail, e-mail, or fax a copy of the appropriate state's Tax Exemption Certificate, Buyer is responsible for remitting sales tax in states Renaissance is not registered to remit sales tax. If Renaissance is installing this product, Renaissance will collect and remit use tax.

**OTHER TAXES:** Prices on the goods are exclusive of all Federal, State, Municipal, Sales, Use, or any other type of tax, including, without limitation, taxes on manufacture, sales, receipts, occupation, use and similar taxes, unless otherwise stated. Any other type of tax not specifically included in Quote that may arise or is assessed as a result of this purchase will be the responsibility of the Buyer.

**MECHANICS LIEN PROCESS:** It is Renaissance standard operating procedure to issue a preliminary notice and/or notice of intent to file a lien for ALL projects to secure collection of payment. Renaissance reserves the right to file liens per the requirements of the applicable state without reservation to protect Renaissance interests. In the event that Renaissance asserts a mechanics lien against the owner of the property, Buyer will be responsible for all reasonable counsel fees, costs, interest, and charges incurred in pursuing the mechanics lien, even if those items are not recoverable against the owner.

# RENAISSANCE-USA

**MECHANICS LIEN WAIVER:** Upon written request, Renaissance will provide Buyer with a Renaissance Conditional Lien Waiver if payment has not been received and/or a Renaissance Unconditional Lien Waiver if payment has been received and funds verified. Endorsement of a Buyer supplied lien waiver is at the sole discretion of Renaissance. Buyer agrees that payment will not be withheld if Renaissance standard form and commercially acceptable lien waivers are provided by Renaissance.

## PROJECT SCHEDULE

**PROJECT LEAD TIME:** Renaissance issues a tentative Project Lead Time Schedule at time of Quote acceptance. This schedule will remain in effect as long as the Buyer meets Buyer's obligations pursuant to the Quote and these General Terms and Conditions. Lead times are conditioned upon the receipt of signed Quote, timely turnaround of shop drawings by Buyer (as dictated by project circumstances, but in no event more than 10 business days), receipt of final signed/approved Shop Drawings, and receipt of all payments when due, return of substrate, and all other required forms. Any delay in submissions/payments/approvals by Buyer will extend lead times.

In the event of any revisions to the Project Lead Time Schedule due to approvals, Change Orders or any other circumstances beyond the control of Renaissance, Buyer acknowledges and agrees that Renaissance has the right to revise the Schedule based on prevailing productions schedules, holidays, Renaissance shutdowns or other events impacting Renaissance ability to respond to the revision. Renaissance lead times are increased by one week each for Thanksgiving, the December holiday season, and the New Year's Holiday. Lead times are also increased by three days for Memorial Day, Labor Day, and the 4th of July. If Buyer's project includes any of these holidays, please increase the lead time by the appropriate number of days.

Upon request of Buyer, Renaissance may, in its discretion, offer an accelerated ("Fast Track") Project Lead Time Schedule for an additional cost. Renaissance can have a duty to provide an accelerated project lead time only upon a written Change Order signed by Renaissance.

**ESTIMATED LEAD TIMES/DELAYS:** Project estimated lead times are noted on the Project Schedule provided with or following receipt of the executed Quote. All lead times are subject to change based upon material availability or other situations beyond Renaissance reasonable control. All orders or contracts, whether or not Fast Track, are accepted with the understanding that they are subject to Renaissance ability to obtain the necessary raw materials. All orders or contracts, as well as shipments applicable thereto, are subject to Renaissance current manufacturing schedules, government regulations, orders, directives, and restrictions that may be in effect from time to time. Renaissance will not be liable for delay of shipments caused, directly or indirectly, by or from fires, floods, accidents, civil unrest, acts of God, war, terrorism, government interference or embargoes, strikes, labor difficulties, shortage or delay of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Renaissance reasonable control.

Custom colors/finishes requested by Buyer will impact lead times. Buyer must approve samples of custom colors/finishes. The Project Lead Time Schedule will be suspended after samples are supplied until such time as Buyer has approved the samples, in writing.

## SITE PREPARATION AND INSTALLATION

**SITE PREPARATION:** This paragraph applies to both Renaissance installed products and products installed by others. Buyer is solely responsible to ensure that site is prepped and ready based on the approved Shop Drawings for either Renaissance product or installation crew arrival, including but not limited to rough opening dimension, base wall preparation, curb preparation, etc. Buyer has provided project specific information and approved Shop Drawings to Renaissance. Buyer warrants that all information it provided is accurate. Renaissance will rely on the accuracy of all such information. Renaissance will not be held liable for any site conditions/installation issues which are related to incorrect or incomplete information provided by Buyer, or on any drawings approved by Buyer. Should Renaissance be delayed at any time during installation, site supervision, or shipment because of any such inaccurate information or through the fault of any other party,

Buyer will be responsible for any and all additional costs incurred or required due to delay. Renaissance may determine that delays require Renaissance installation team or site supervisor to leave the job site and return at a later date at Renaissance sole discretion. Date of re-deployment of installation team will be at Renaissance discretion and subject to its scheduling, weather and any other relevant issues. Costs incurred, plus reasonable mark-up, for Renaissance to re-deploy or re-ship will be the sole responsibility of the Buyer. If requested by Renaissance, Buyer will sign and accept a Change Order accepting these charges even if Change Order is received after re-deployment or other delays are suffered.

# RENAISSANCE-USA

**INTEGRATION OF NEW STRUCTURES WITH EXISTING STRUCTURES:** Integration of new structures with existing structures involves the risk of damage to existing structures. Existing structures can crack or fail during construction through no fault of Renaissance. In the absence of negligence on the part of Renaissance, Renaissance is not liable for any damage caused to existing structures during the process of erection and integration of the Renaissance product into existing structures. In that event, Buyer assumes all responsibility and costs for the replacement or repair of the existing structure (including any of its components), as well as any rework required by Renaissance to remove or reinstall any Renaissance products. It is also Buyer's responsibility to evaluate and determine whether installation of Renaissance product will impair the function or void the warranties associated with other structures/property of Buyer.

## **REQUIRED SUBSTRATE CONDITIONS:**

It is the responsibility of the Buyer's engineer to ensure that the substrate used complies with minimum standards, based on state and local codes.

If any substrate is not prepared per the approved Shop Drawings, or if the base material does not meet the minimum specified bearing capacity, Renaissance accepts no liability or responsibility for attachment. Buyer agrees to defend, indemnify, and hold Renaissance harmless for any failures or damages caused as a result of fastening into such substrates.

Buyer is also required to ensure that any silicone, sealants, membranes or other products used between Renaissance products and adjoining surfaces will achieve desired performance. Renaissance can have no liability for the performance failure of any such products unless the specific product (including the manufacturer) is provided to Renaissance in advance of the executed Quote and Renaissance expressly assumes responsibility to provide product that is compatible with the compound/membrane in its Quote.

**PUNCH-LIST ITEMS:** Upon substantial completion of Renaissance installation, punch-list items shall be documented in writing and signed by Buyer or Buyer's authorized representative prior to Renaissance departure from the site. For projects that are installed by floor or staged installation, Buyer agrees to provide a timely punch-list for each floor or stage of installation. Any items not on the punch-list are waived. Buyer or Buyer's Authorized Representative MUST be available, at the time of completion by Renaissance install crew, to conduct a walk-through and create a punch-list. Absence from the site at that time by Buyer will be considered acceptance of the job as complete and free from punch-list items. Unless agreed otherwise in writing by Renaissance, punch-list items will not be completed until payment is made in full for the original project, less only a dollar value assigned to outstanding punch-list items (not to exceed two times the reasonable value/cost of the punch-list items).

**FIELD TESTING:** Buyer acknowledges that, despite the best efforts of any manufacturer and/or installer, glass products have an inherent risk of failure in field testing. Transportation, installation, care and maintenance, etc. can affect the immediate performance of the products. In the event Buyer's project involves field testing, Renaissance will be given the opportunity to investigate and evaluate any field testing failures involving its product or work. Consistent with AAMA 502-12 and/or AAMA 503-08, Renaissance will be given every reasonable opportunity to remediate any failures that Buyer or any other party attributes to Renaissance

All field testing requirements must be disclosed in writing by Buyer prior to issuance of the Quote and must be specifically included on Quote by Renaissance as an independent line item. All field testing must be executed in accordance with AAMA 502-12 (including but not limited to the static water pressure limit of 2/3 of the testing or rated laboratory performance) and/or AAMA 503-08 standards, especially with reference to test method, sampling, and remediation. If field testing is not included as a line item on Renaissance Quote, Buyer will pay all costs of Renaissance crews to investigate, evaluate, and remediate test failures. However, Buyer will not be responsible for any such costs determined by Renaissance to be due to the fault of Renaissance.

**SERVICE WORK:** Timing of service work is at discretion of Renaissance and is subject to crew/technician availability, weather, scheduling requirement of Renaissance or any other relevant issue. If Buyer requests work to be completed on-site in relation to this order or any subsequent orders in relation to this project, and it is found by Renaissance that the work completed by Renaissance was to correct errors, damage, inadequate installation, etc. by any other party, Buyer will pay Renaissance for the reasonable cost of the service work and related expenses. Payment shall include the value of all parts provided, as well as to reimburse Renaissance for related expenses and labor at its prevailing rates per man hour. Renaissance will maintain lien rights and the right to void warranty for lack of payment.

# RENAISSANCE-USA

**BUYER INSTALLATION:** Unless otherwise specifically provided, the Buyer (or its contractor) has full responsibility for the installation of the goods. Upon request, Renaissance may provide contact information for independent installers who have experience in installing Renaissance products; however, Renaissance shall not endorse, or be liable for, any work provided by independent installers. In projects for which Renaissance does not install its product, substrate anchors/fasteners, exterior sealants, backer rod and perimeter silicone are provided by Buyer/others, unless specifically enumerated in Renaissance Quote.

Renaissance does not provide fasteners or perimeter sealants.

To the maximum extent permitted by law, Buyer shall defend, indemnify and hold Renaissance harmless from any and all claims or causes of action relating to the installation by others of the product of Renaissance. This duty to indemnify shall apply whether the product of Renaissance was installed through a contractor hired by Buyer or any other party (including any independent installer whose name was provided by Renaissance). Buyer's duty to indemnify Renaissance shall apply to any and all claims or causes of action for bodily injury, property damage, product failure, breach of contract or otherwise made by any third party that alleges that the damages were caused, in whole or in part, by the manner of installing the product of Renaissance. Buyer must provide independent counsel, at Buyer's expense, to defend Renaissance from all claims in any lawsuit or claim in which it is asserted that the manner of installation of Renaissance products by others caused the damages. The duty to provide defense counsel at the expense of Buyer shall apply even if it is also alleged that the product of Renaissance was defective or deficient in any way, provided that the manner of installation is alleged to have been a contributing factor to the loss. Further, Buyer shall have a duty to indemnify Renaissance from any judgment in which Buyer or the installer retained by Buyer or other (including that installer's subcontractors) is determined to have been partially at fault for the loss. The duty to indemnify shall apply even if it is ultimately determined that the product of Renaissance was deficient or defective, provided that the manner of installation is determined to have been a contributing factor to the loss. The parties agree that Buyer's duty to provide a defense and indemnify Renaissance shall be to the fullest extent permitted under applicable law.

**SITE SUPERVISOR:** If Buyer has accepted Renaissance quoted line item to supply a Site Supervisor, that individual will provide guidance and recommendations for the benefit of Buyer. Renaissance Site Supervisor will not be responsible for the outcome of installation, rework on the project, or meeting of any project specifications, nor will Renaissance warrant any installation. All such responsibility will remain with Buyer. While Renaissance may communicate to Buyer issues relating to installation or site preparation, Renaissance does not assume responsibility for installation inconsistent with their manuals and Shop Drawings. Renaissance quoted line item includes specific time frames for Site Supervisors. Renaissance may decline requests for additional time on site, regardless of the project's progress or state at time of Site Supervisors scheduled departure, after meeting quoted obligation. If Renaissance Site Supervisor does remain on site to assist Buyer beyond quoted obligation, Buyer will pay Renaissance quoted daily, rate plus expenses. All working supervisor additions will be at Renaissance prevailing rates, unless otherwise agreed to by Renaissance in writing.

## **REGULATORY AND TECHNICAL REQUIREMENTS**

**LICENSES/FEES/PERMITS/INSPECTIONS:** Any and all applicable licenses, fees, and/or permits required for the Project are the sole responsibility of the Buyer. Where applicable, Buyer shall secure and pay for all permits, fees, licenses, and inspections by all government agencies necessary for proper execution, completion and approval of Renaissance work. Buyer shall be liable to Renaissance for all costs incurred by Renaissance as a result of the Buyer's failure to secure and pay for any permits, fees, licenses, and inspections. Buyer is required to obtain approval/acceptance from Local Code Officials with regard to product manufacturing, specification, and performance prior to Quote acceptance.

Unless indicated otherwise in writing, Renaissance Quote assumes that the project's jurisdiction does not require any licensing or registration for contractors. If Renaissance learns of such a requirement after Quote acceptance Renaissance may withdraw from the project and cancel the contract, without penalty or obligation. If Renaissance can provide compliance with licensing and/or registration requirements, this provision shall not prevent the parties from negotiating amended terms to delay or modify the contract.

**BUILDING CODES:** Renaissance structures are designed to meet or exceed most known building code requirements. The Buyer should be aware that different localities may have different code requirements pertaining to glazed structures. Interpretation of building code criteria and compliance with it is the sole responsibility of the Buyer or its agent(s). It is recommended that Buyer obtain approval/ acceptance from any state, local or other code officials prior to quote acceptance. RENAISSANCE SHALL NOT BE

# RENAISSANCE-USA

HELD LIABLE IN ANY RESPECT OR FOR ANY COSTS, CLAIMS OR DAMAGES RESULTING FROM NONCOMPLIANCE IN ANY WAY WITH APPLICABLE LOCAL, STATE OR NATIONAL BUILDING CODE REQUIREMENTS.

Buyer has specified to Renaissance any applicable statutory, Building Code or ADA requirements applicable to Buyer's work in the contract. Buyer agrees that Renaissance is not responsible for compliance with statute, Building Code or ADA specifications not specifically included in the contract. It is Buyer's duty to specify code or handicap accessibility compliance requirements as part of the quoting process. Renaissance has no responsibility to provide product design not specified in the signed Quote. Buyer assumes responsibility to verify that Renaissance shop drawings comply with applicable Building Code and ADA requirements. Renaissance also assumes no responsibility or liability for opinions of Professional Engineer retained to review and stamp drawings.

**INSURANCE:** Renaissance carries insurance coverage. Amounts of coverage are available for Buyer's review upon request. Any cost adjustment necessary to increase the coverage to meet Buyer stipulated insurance requirements (above what Renaissance currently carries) will be the responsibility of the Buyer. Certificates of Insurance are available upon request.

**BUYER REQUEST FOR ADDITIONAL MATERIALS/SERVICES:** Renaissance will not grant any allowance or honor any back charge. Custom jobs require numerous custom parts, and Renaissance will be held harmless by the Buyer from any shortages, as long as it exercises due diligence in reducing such shortages. These types of requests shall follow Renaissance Service Proposal process. Any or all additional material needed to complete a job will be shipped standard ground.

**PERMISSIBLE VARIATIONS, STANDARDS, AND TOLERANCES:** Except in the particulars specified by Buyer and expressly agreed to in writing by Renaissance, all goods to be manufactured by Renaissance shall be produced in accordance with Renaissance standard practices. All goods, including goods produced to meet exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimensions, weight, finish, straightness, section, composition, and mechanical properties, normal variation in surface, internal conditions, quality, deviations from tolerances, and variations consistent with practical testing and inspection methods. Renaissance reserves the right to substitute comparable components and parts that do not impair function or overall appearance of its product.

**ENGINEERING AND DESIGN:** Shop Drawings provided may illustrate various anchoring clips available through Renaissance. Each clip is engineered and designed to withstand a specified maximum allowable load based on the strength of the clip material and fasteners joining the clips to Renaissance materials. Since underlying bearing materials are unknown to Renaissance, Renaissance cannot determine the appropriate anchoring conditions. Consult with a registered architect or engineer to obtain the loading condition requirements under local building codes in order to select the appropriate anchoring fasteners and clips to the existing structure. Where the underlying bearing materials are either unknown or found to be unsuitable by others, Buyer should consider other means of supporting the ridge loads such as a column supported ridge beam. Where a column supported ridge beam is recommended, footers shall be supplied by others. Any increased engineering or material needs will be at the expense of the Buyer, unless otherwise agreed to in writing by Renaissance. Quote is subject to an engineering review by Renaissance before the project is released to drafting. Renaissance reserves the right to withdraw bid or adjust price after Buyer has provided final/revised design requirements including but not limited to seismic and/or hurricane regulations. Renaissance does not recommend glass being provided by Buyer or warrant panel sizing if glass is provided by Buyer. It is the Buyer's responsibility to confirm panel sizes when glazing panels and adjusting shims to Renaissance panel sizing per Shop Drawings.

For projects over six stories in height or when site conditions/design considerations otherwise dictate increased water infiltration performance, it is Buyer's duty to secure engineering or other technical certification that the design in the specifications and Renaissance shop drawings (including compatibility with adjoining surfaces) will meet Buyer's desired standards for water infiltration. Renaissance shall have no liability for water infiltration if Buyer chooses not to secure such consultation and approval. Any changes to design recommended by any consultant that requires a change in Renaissance design will be subject to the Change Order process, including revised pricing as warranted.

**ENVIRONMENTAL CONSIDERATIONS:** Buyer shall determine the suitability of a quoted product for intended use relative to live and dead loading requirements, design, thermal considerations, climate conditions, mold, icing, and condensation mitigation, and conformance to all building codes. Renaissance can provide preliminary design data only and it should be verified by a qualified professional.

# RENAISSANCE-USA

Extreme weather conditions during installation or upon project completion can impact product performance. Extreme cold or high humidity can cause unexpected condensation or other performance issues. Structural design, including features such as concrete buildings, radiant heat, or other factors, can impact product performance. Buyer agrees to consult with Buyers' design professionals to determine whether Buyer's environmental conditions are suitable for Renaissance product. Buyer agrees Renaissance has no responsibility for product failure due to environmental conditions.

**SPECIAL ORDERS:** If any material to be manufactured and/or sold by Renaissance to meet Buyer's particular specifications or requirements is not part of Renaissance standard line offered by it in the usual course of Renaissance business, Buyer agrees to defend, protect, and hold harmless Renaissance against all claims, of actual or alleged infringement of any United States or foreign patent, copyright, trademark, or other intellectual/ proprietary rights of any other party.

## **WARRANTIES AND LIMITATIONS**

### **BUYER'S FAILURE TO PAY ALL SUMS DUE IN STRICT ACCORDANCE WITH RENAISSANCE TERMS AND CONDITIONS/QUOTE WILL VOID APPLICABLE WARRANTIES.**

**WARRANTY:** Buyer agrees Renaissance standard warranty, in effect as of the execution of the Quote, will apply. Renaissance warranty can be viewed, downloaded, and printed from our website at [www.Solidbronzewindows.com](http://www.Solidbronzewindows.com) under the "Information" heading, or simply ask one of our representatives to provide a copy. Warranty is valid upon the receipt of interior and exterior photographs of the completed project.

**BUYER'S INSPECTION OF GOODS:** Buyer shall inspect the goods ordered not later than five (5) business days after receipt. If the goods do not conform to the contract between Buyer and Renaissance or are damaged or defective, Buyer shall notify Renaissance in writing of such nonconformity or defect (and supply accompanying pictures of defect or nonconformity) no later than five (5) business days after delivery and afford Renaissance a reasonable opportunity to inspect the goods. Buyer assumes all risk of untimely notification to Renaissance of non-conforming goods or goods damaged during transport that do not meet the notification requirements of the carrier's claims procedures. Buyer shall not return any goods without the prior written consent of Renaissance. If, in Renaissance opinion, the goods are defective or do not conform to the contract between Buyer and Renaissance, Renaissance shall furnish instructions for their disposition. Every claim on account of defective or nonconforming goods or due to any other cause shall be deemed waived by Buyer, unless made to Renaissance in writing within five (5) business days of Buyer's receipt of the goods to which such claim relates. Failure to give such notice, including all supporting documentation and photographs, shall be conclusively deemed acceptance of the goods by the Buyer.

**BUYER'S REMEDY:** Buyer's sole and exclusive remedy for nonconforming or defective goods shall be replacement or repair of such goods by Renaissance at the original point of shipment. If installation by Renaissance, Buyer's sole and exclusive remedy shall be repair of any defective performance. In all instances, Renaissance will be given the reasonable opportunity, following written notice from Buyer, to issue and implement a plan to correct any deficient performance. Renaissance must correct performance within a reasonable time, subject to existing material, production and installation lead times of Renaissance. Buyer shall take no corrective action itself or by others while Renaissance is in compliance with this paragraph. Renaissance shall not be liable for the cost of any labor or materials expended by others prior to reasonable efforts by Renaissance to correct performance. In no event shall Renaissance be liable for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such goods that are delayed, defective or nonconforming. RENAISSANCE SHALL NOT BE LIABLE FOR ANY OTHER COSTS, EXPENSES, CLAIMS, OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, WHETHER FORESEEABLE OR NOT, INCLUDING (WITHOUT LIMITATION) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, HOARDING, OR SPECIAL DAMAGES. RENAISSANCE CANNOT BE LIABLE FOR LIQUIDATED OR DELAY DAMAGES UNDER ANY CIRCUMSTANCES. The Buyer, by acceptance of the Quote, expressly waives any right to all such costs, expenses, claims, and damages. Liability of Renaissance is limited to the repair or replacement of the defective part and/ or installation, but never more than the original contract price. If known nonconforming goods are shipped at the direction of Buyer, Buyer assumes all responsibility and cost to install or retrofit goods with conforming parts to be supplied at a later date by Renaissance.

**GLAZING:** Variations in glazing tints occur in colors, coatings, and inter layers and may vary by batch. Industry standards govern the acceptance of these variations. Monolithic glazing may cause condensation to occur on glass surface. Renaissance recommends using insulated glass to minimize condensation caused by temperature differentials. Condensation may still occur in high moisture environments, such as pool enclosures or greenhouses.



# RENAISSANCE-USA

**CUSTOMER SUPPLIED/SPECIFIED ITEMS:** All hardware and accessories supplied or requested by Buyer that are outside of Renaissance standard offerings, including custom finishes, colors, hinges and hardware specified by Buyer, will be at Buyer's risk. Renaissance cannot be held liable for any color variations, performance, durability, non-conformity or other issues associated with Buyer's selection, or any other claims. Hardware/selections must be supplied to Renaissance prior to drawing approval. Buyer must supply CAD drawings or additional costs for drafting will apply. Buyer is responsible to confirm compatibility of hardware with Renaissance product. Renaissance will not maintain hardware or supply warranty on hardware provided by Buyer. If hardware is not compatible with Renaissance product, Buyer is responsible for all replacement costs. Buyer assumes all risk of project delay associated with any such custom supplied/specified components.

## SHIPMENT

**TERMS OF SHIPMENT:** Renaissance will arrange shipment with a third party common carrier for the convenience of Buyer. Thereafter, the shipment of the goods shall be at Buyer's risk. Renaissance shall use its best judgment in choosing the best third party common carrier for the specific shipment; however, Renaissance shall not be held responsible nor liable for deficient delivery by the third party common carrier. Renaissance will work diligently with Buyer to resolve any issues with the third party common carrier. All claims and allowances for damage to the goods incurred in transit must be filed solely against and presented to the common carrier by the Buyer.

In case of delivery by Renaissance own fleet, Renaissance shall not be responsible or liable for delay or damage to the shipment after it leaves Renaissance dock (San Antonio), irrespective of the cause of the delay or damage. In the event of damage during transit by Renaissance fleet, Renaissance will re-fabricate the project in a time frame consistent with the original lead time in the Quote.

If Buyer does not authorize shipment from Renaissance property for more than fifteen (15) days from the date the goods are completed and ready for shipment, monthly storage fees will be assessed at 2% of total contract price or \$200 per month, whichever is greater. Renaissance retains title until storage fees due are paid in full.

**RENAISSANCE STANDARD SHIPMENT:** Quoted shipping assumes a standard size common carrier closed trailer at customary rates, with crates being hand unloaded or removed with a forklift by the Buyer. Manner of crating and order of shipping is at Renaissance discretion. Additionally, Renaissance will select the common carrier that is best suited for Renaissance needs at the time of shipment. Renaissance will make every reasonable attempt to coordinate arrangements between the Buyer and the common carrier.

Quoted shipping costs are estimates only. Buyer is solely responsible for increases in shipping costs.

If Buyer requests and/or requires: special trucking, special crating, customized delivery schedules, expedited shipment or other special features that are not part of accepted Quote, Buyer agrees to pay for increased costs, plus reasonable mark-up. Buyer will sign and accept a Change Order accepting these charges. Renaissance will invoice Buyer accordingly. Alternate arrangements are subject to availability and logistics at the time of shipment as shipping costs are estimates only, and are not available in all areas.

**TITLE:** Unless shipment is by Renaissance own fleet, title of the manufactured product passes to Buyer upon loading with Buyer's common carrier at Renaissance dock. Renaissance shall retain a security interest in all such shipments until full payment is received. Upon transfer of title, all responsibility to insure any such shipment against loss rests solely with Buyer.

**DAMAGED SHIPMENTS:** Buyer shall not reject damaged shipments, but shall accept same and preserve its remedies against the appropriate party. If shipments are damaged while in the possession of the carrier, Buyer or any party other than Renaissance, Buyer will be responsible for any and all additional costs and expenses, including re-fabrication, shipment of replacement components and/ or remobilization of Site Supervisor or Installation crew, incurred by Renaissance as a result of damaged shipment. All damages, suspected damages, or quantity shortages, as viewed upon arrival, must be clearly noted on the Proof of Delivery with a Buyer representative's signature. Buyer must immediately notify Renaissance of any such events, in writing.

# RENAISSANCE-USA

## MISCELLANEOUS CONTRACT PROVISIONS

**AUTHORITY:** The individual(s) that executed the Quote on behalf of Buyer warrants that he/she has the full authority of Buyer to do so. It is agreed that Renaissance shall be entitled to rely upon email approvals, facsimile and/or other forms of electronic signatures from Buyer's representatives in all matters. Said email approvals, facsimile and/or other forms of electronic signatures shall be binding and deemed to carry the full force and effect of original ink signatures directly signed by the Buyer.

**RIGHT OF USE:** Renaissance reserves the right to bid/quote any project to other customers of Renaissance. Renaissance shall have the right at any time, and from time to time, to photograph, or otherwise create copies, renderings or drawings, of the project and to reproduce or publish such items for any purpose. Any photographs or renderings of projects used by Buyer for marketing purposes must acknowledge Renaissance as manufacturer. Warranty validation requires the receipt of interior and exterior photographs of the completed project. Buyer approves for publication (by print, electronic, presentation media or other means) any photographs, renderings, digital or print media of project provided by Buyer to Renaissance. Buyer represents and warrants to Renaissance that Buyer has the authority to authorize and license rights of use to Renaissance. Buyer will defend, indemnify and hold Renaissance harmless from claims of any third party arising out of Renaissance use of any such materials.

All pricing provided assumes full rights will be provided.

**APPLICABLE LAW:** These terms and conditions and all orders placed by Buyer with Renaissance hereunder shall be governed by and construed in accordance with the laws of Bexar County, Texas notwithstanding any conflict of laws and rules. **If any clause herein conflicts with applicable state law of the project's location, applicable law will govern. All other clauses not in conflict with this document will remain applicable.**

**STATUTE OF LIMITATION:** Any suit or action of Buyer for breach of contract, including a claim for breach of warranty, must be brought within one year of the date on which the cause of action occurred. Unless otherwise provided by applicable law, any such cause of action will accrue upon the date of shipment of the goods to Buyer or Buyer's agent or contractor or date of substantial completion of installation by Renaissance. This one year statute of limitations cannot be extended under any circumstances, except upon written waiver or agreement by Renaissance.

**JURISDICTIONAL STATEMENT:** The parties agree that the Court of Bexar County, Texas and/or the federal court sitting in Bexar County, Texas shall be the sole and exclusive courts having jurisdiction to hear and adjudicate any dispute(s) between the parties. In the event that Buyer institutes suit in any other jurisdiction, Buyer shall be responsible to pay all reasonable counsel fees and costs incurred by Renaissance in contesting the jurisdiction of that Court. Renaissance is not liable to compensate Buyer for any of Buyer's expenses in pursuit of litigation.

**COUNSEL FEES:** Buyer will reimburse Renaissance for all reasonable counsel fees and costs incurred, provided that Renaissance is the substantially prevailing party, in any dispute or litigation between the parties, mechanics lien actions, or bond claims.

**WAIVER:** A waiver by Renaissance of any breach of contract by Buyer shall not constitute a waiver by Renaissance of the continuation of such breach or of any other breach of contract by Buyer.

**AMENDMENTS:** The parties' contract may be modified only by a written document signed by an authorized representative of Renaissance (manager level or higher). Please visit our website at <http://www.solidbronzewindows.com>