Terms and Conditions

These Terms and Conditions form part of every estimate issued by Alex GC Inc., doing business as Alex Glass Construction. The current version is published at **alexglasscorp.com/terms-and-conditions.html**. Payment of the initial deposit confirms that the Client has reviewed and accepted the version in force on the date of the estimate.

1. Proposal, Price and Acceptance

1.1 Parties. These terms are offered by Alex GC Inc., a New York corporation doing business as Alex Glass Construction ("Alex GC"), to the client named on the estimate ("Client"). The estimate, any approved shop drawings, any signed change orders and these terms together form the agreement.

1.2 Validity. The quoted price is valid for 30 days from the estimate date, unless the estimate states otherwise.

1.3 Basis of price. The price is based on the information the Client provided. It covers only the items listed on the estimate, including the materials and installation materials listed there. If quantities, sizes or descriptions change, the price is adjusted by written change order.

1.4 Options. Options shown on the estimate are for price evaluation only. They are not part of the price unless the Client selects them in writing.

1.5 System. The price is based on an aluminum profile system frame with matching hardware, unless the estimate specifies otherwise. All materials are furnished in accordance with industry standards.

1.6 Material price changes. If the project is delayed more than 60 days beyond the agreed schedule for reasons outside Alex GC's control, or if supplier prices, tariffs or freight for the order rise by more than 5% after acceptance, the price is adjusted by the documented increase.

1.7 Acceptance. The Client's signature on the estimate, or payment of the initial deposit, is full and binding acceptance of these terms and authorizes Alex GC to carry out the project as described.

1.8 Authorization to proceed. No work is performed without written authorization: a purchase order, signed contract, approved shop drawings or signed change order. Materials are not released for manufacturing until all approvals and required payments have been received.

1.9 Custom orders are final. All materials are fabricated to order. Once materials are released for manufacturing, the order cannot be cancelled, returned or refunded. If the Client cancels before release, the Client pays for shop drawings, engineering and all other costs incurred to that date.

1.10 Permits and licenses. All permits and licenses are the responsibility of the general contractor or the project owner.

2. Scope of Work

2.1 Included when installation is part of the estimate.

- Field measurement of fully weatherproofed openings that are ready for installation of units.
- Off-loading of materials and on-site assembly of knocked-down units. Oversized frames are delivered knocked down and assembled on site.
- Supply and installation of attachment devices: screws, shims, straps and similar.
- Primary perimeter seal with Pecora 895 sealant.
- A full-time on-site foreman or project manager from Alex GC during installation.

2.2 Excluded unless the estimate lists the item as included.

Fees and services

- Sales tax and crating.
- Engineering fees and calculations.
- Architect, expeditor and legal service fees.
- DOB permit fees.
- Verification of local code requirements and compliance.
- Insurance or bond coverage beyond Alex GC's standard coverage.
- Storage costs.
- Field testing.
- Mockups (available at additional cost).

Products

- Fire-rated doors and windows.
- Insect screens (available at additional cost).

Structure and opening preparation

- Steel reinforcing, bracing or kickers, including angles, tubes and beams.
- Wood blocking, plywood and other wood products.
- Installation of embeds required to anchor our system. Alex GC provides the embeds and layout drawings to the contractor.
- Benchmarks. The contractor provides all control lines and elevations.
- Weatherproofing and waterproofing of framed openings, including membrane (Henry, Carlisle or similar) and waterproofing materials.
- Sub-sills, sill pans, flashing, jamb extensions, stool trim, casework and break metal. The contractor or another subcontractor installs sill pans and flashing.
- Exterior and interior caulking to dissimilar materials, unless noted otherwise.

Site and logistics

- Supply or operation of cranes and other heavy-lifting machinery.
- Supply or installation of scaffolding.
- Supply or installation of temporary sidewalk or street protection.

- Multiple phases of fabrication or installation.
- Labor outside normal working hours.
- Protection of installed materials and of door thresholds.
- Final cleaning.

2.3 Catch-all. Any other work not specifically noted as included on the estimate is excluded.

3. Shop Drawings, Schedule and Changes

3.1 Shop drawings included. Two sets of shop drawings, up to 5 pages each, are included: one draft set and one revised set. Additional revisions or production sets are subject to additional drafting fees.

3.2 Shop drawing schedule. The first draft set is issued 2 to 4 weeks after the contract is signed and the required payment is received.

3.3 Production schedule. Production takes approximately 10 weeks from approval of the production set of shop drawings and receipt of required payments. Production and delivery dates are estimates.

3.4 Changes after approval. Any design change requested after approval of the shop drawings requires a signed change order, is subject to additional cost, and will delay production.

3.5 Delays outside our control. Alex GC is not responsible for delays caused by the Client, other trades, late approvals, site conditions, weather, suppliers, shipping, customs, or other events outside its reasonable control. The schedule is extended by the length of the delay.

4. Installation Conditions and Glass

4.1 Labor and hours. Installation is by non-union labor. Work is performed according to a mutually agreed schedule, during normal business hours, 8 am to 4 pm, Monday through Friday.

4.2 Weather. Work is performed under favorable conditions. Alex GC may reschedule work, without penalty, when the forecast shows a 20% or greater chance of rain or snow, or extreme heat or cold. No exterior work is performed during strong wind or thunderstorms. The schedule is extended accordingly.

4.3 Openings. All openings must be fully weatherproofed by others before any window or door is installed. If an opening is not fully weatherproofed at the time of field measurement, any assumptions needed for flashing and shimming are the contractor's responsibility.

4.4 Access. The price assumes guaranteed access to the perimeter of the building with equipment. Obstructions to access may cause delays and additional costs, charged to the Client.

4.5 Damage by others. Alex GC is not responsible for materials altered or damaged by anyone not employed by Alex GC.

4.6 Large glass. Any glass lite over 50 square feet carries a surcharge. Glass over 50 square feet is sold as is, and Alex GC gives no warranty on it.

4.7 Minimum billing. For billing purposes, each glass lite is charged at a minimum of 5 square feet.

4.8 Color variation. High-performance low-E and commercial reflective glass may show a slight color difference when installed next to its annealed counterpart. This is not a defect.

5. Warranty and Liability

5.1 Product warranty. Glass, aluminum profiles, hardware and finish carry the manufacturer's warranty, passed through to the Client. Alex GC gives no separate product warranty.

5.2 Installation warranty. Alex GC warrants its labor and workmanship for 1 year from completion of installation. The cost of extending this warranty is not included.

5.3 What the warranty does not cover. Glass breakage after installation, thermal stress cracks, scratches reported after acceptance, damage or alteration by others, misuse, lack of maintenance, building movement or settlement, and water entry through work performed by others.

5.4 Payment condition. Warranty service is provided only when the account is paid in full.

5.5 Limit of liability. Alex GC is not liable for indirect, consequential or delay damages, including lost rent, lost profit or loss of use. Alex GC's total liability under this agreement is limited to the contract price.

6. Payment

6.1 Payment schedule. Unless the estimate states otherwise:

Payment	When due
Deposit, 50% of the contract price	Before the job starts
Shop drawing deposit, if required	In full before shop drawings begin
Progress payments	Within 14 days of the invoice date
Final payment	Within 7 days after the job is completed

6.2 Late payment charge. Any invoice not paid within 30 days of the invoice date accrues a late charge of 2% per month (24% per year) on the unpaid principal balance, computed as simple interest, until the invoice is paid in full.

6.3 Administrative fee. A non-refundable administrative fee of $350.00 is added to each invoice that becomes delinquent, to cover processing, statements and account handling.

6.4 Right to suspend work and withhold delivery. While any balance is past due, Alex GC may suspend all work and withhold delivery or installation of materials, without penalty and without waiving any rights. The Client bears all resulting re-mobilization, restocking and storage costs, and the schedule is extended. Storage is charged at Alex GC's then-current storage rate, stated on the invoice.

6.5 Acceleration. If the Client defaults on any invoice, Alex GC may declare the entire unpaid contract balance immediately due and payable.

6.6 Referral to collections. If payment is not received within 60 days of the invoice date, Alex GC may refer the account to a collection agency or attorney without further notice.

6.7 Attorneys' fees and collection costs. In any action or effort to collect an amount due or to enforce this agreement, the Client pays all reasonable attorneys' fees, court costs, collection agency fees and collection expenses actually incurred by Alex GC, whether or not suit is filed, in addition to all other amounts due.

6.8 Continuing accrual. All amounts due, including principal, late charges, the administrative fee, collection costs and attorneys' fees, continue to accrue until paid in full.

7. Security, Lien Rights and Legal Terms

7.1 Title retention and security interest. Title to all materials, glass and products furnished remains with Alex GC until they are paid for in full. The Client grants Alex GC a purchase-money security interest in those materials and their proceeds to secure payment. The Client authorizes Alex GC, without further signature, to file UCC-1 financing statements, including a fixture filing in the applicable real property records, and to take all steps needed to perfect and continue that interest.

7.2 Mechanic's lien. Alex GC reserves all lien and bond rights under the New York Lien Law. Nothing in this agreement waives those rights. The remedies in 7.1 are in addition to them.

7.3 Prompt Payment Act. On private commercial projects of $150,000 or more, the New York Prompt Payment Act (General Business Law Article 35-E) applies. The late charge rate in 6.2 is the contract rate for purposes of that Act.

7.4 Governing law, venue and jury waiver. This agreement is governed by the laws of the State of New York. The parties consent to exclusive venue in Richmond County, New York, and waive trial by jury in any dispute arising under this agreement.

7.5 Entire agreement and changes. This agreement is the entire agreement between the parties and replaces all earlier discussions and proposals. It can be changed only by a writing signed by both parties.

8. Acceptance

8.1 How these terms are accepted. Every Alex GC estimate refers to this page. Payment of the initial deposit, issuance of a purchase order, or written approval of shop drawings confirms that the Client has reviewed these Terms and Conditions and accepts them, with the same effect as a signature.

8.2 Which version applies. The version in force on the date of the estimate applies to that estimate. The version number and effective date are printed at the top of this page and on the PDF copy, and earlier versions are available on request.

9. Personal Guaranty

Where Alex GC requires a personal guaranty, it is signed separately on the estimate or contract by the individual guarantor; it is not accepted by deposit.

9.1 Guaranty. The individual signing below ("Guarantor") personally, absolutely and unconditionally guarantees the full and prompt payment of all amounts due under this agreement, including principal, late charges, fees, collection costs and attorneys' fees, and waives notice of default.

9.2 Automatic release. When all such amounts are paid in full by funds that have finally cleared and are not subject to return, chargeback or recovery, this guaranty is automatically released, with no further action required.

9.3 Reinstatement. If any such payment is later returned, dishonored, charged back, rescinded or recovered, including as a preference in bankruptcy, this guaranty is automatically reinstated as if the

payment had not been made.
