



# Terms & Conditions

## 1. General Statement

All sales by Aldora Aluminum and Glass Products, Inc. ('Aldora') are subject to the following terms and conditions, which are a complete and exclusive statement with respect to the subject matter hereof and supersede any prior agreements. Your acceptance of this sales order constitutes agreement to these terms.

## 2. Pricing and Payment

Prices are as quoted and valid for thirty (30) days unless otherwise noted. All prices quoted are exclusive of transportation and insurance costs, duties, and taxes, which you are responsible for and for which you agree to indemnify and hold Aldora harmless.

Payment shall be made in U.S. dollars, without offset or deduction, within thirty (30) days from invoice date, unless otherwise agreed to in writing. After thirty (30) days, Aldora (i) is entitled to interest on all unpaid amounts at the rate of one and a half percent (1.5%) per month or the highest interest rate allowable by law (whichever is higher); and (ii) may withhold or cease performing any further obligations until all outstanding invoices have been paid in full. Aldora's acceptance of less than full payment on any outstanding invoice does not constitute accord and satisfaction with respect to any such invoice.

You agree to pay all costs of collection, including reasonable attorney's fees and court costs incurred by Aldora, if Aldora initiates legal action in connection with any outstanding invoice.

### 3. Delivery and Risk of Loss

Delivery dates are estimates only. Aldora is not liable for delivery delays due to causes beyond its reasonable control, including but not limited to force majeure events like weather, labor disputes, or supply chain issues.

Risk of loss (including but not limited to risk of theft, damage, or destruction) transfers to you upon delivery to the carrier (FOB shipping point) unless otherwise agreed in writing. No third-party carrier shall be deemed an agent of Aldora.

You must inspect goods and report any claim of damage, non-conformity, or defect in writing to Aldora within five (5) business days of receipt or waive all claims of damage, non-conformity, and defect with respect to such goods.

Any delivery delay for part of an order does not entitle you to cancel other deliveries.

Once Aldora has notified you that your order is ready for delivery or pickup, you must contact Aldora at [insert contact info, e.g., [sales@aldoraglass.com](mailto:sales@aldoraglass.com) to arrange for pickup or delivery of your order within seven (7) days of such notification. After seven (7) days, you agree that Aldora may charge you \$50 per pallet per week for storage of your order, and you agree to promptly pay these storage fees within thirty (30) days of being invoiced for same.

### 4. Product Specifications and Compliance

Products conform to specifications in this sales order and applicable standards (e.g., ASTM C1048, C1376, E2190, E1886/E1996 for VistaView impact products). All Orders are final and non-returnable.

Aldora reserves the right to substitute equivalent materials if specified items are unavailable, ensuring compliance with performance standards.

## 5. Impact Resistance

Impact-resistant products meet ASTM E1886/E1996 Missile Level D ( $\pm 60$  psf cyclic pressure) unless otherwise specified. You are responsible for verifying local code compliance (e.g., Miami-Dade, HVHZ).

Impact performance is certified per Aldora's test reports; field testing post-installation is at your expense.

## 6. Installation and Use

You are responsible for proper installation per Aldora's technical bulletins, applicable building codes, and industry standards (e.g., GANA guidelines). Improper installation voids all warranties.

Products must be stored and handled properly and per Aldora's instructions (e.g., upright, dry conditions) to maintain quality and warranty coverage. Improper storage or handling voids all warranties.

## 7. Warranties

Aldora warrants products against manufacturing defects for ten (10) years from shipment (IGUs per ASTM E2190 and laminated glass per ASTM C1172), subject to the terms of Aldora's limited warranties, incorporated herein by reference (available at [aldoraglass.com/warranty-information](http://aldoraglass.com/warranty-information)).

Impact resistance products are warranted per ASTM E1886/E1996 test data. Metal is warranted for one year from the shipment date unless a different duration is specified in writing.

Aldora does not offer a warranty for breakage of any kind, including but not limited to breakage during shipping, handling, installation, or use, unless directly attributable to a manufacturing defect by Aldora.

Warranty claims must include proof of purchase and require written notice within fifteen (15) days of discovery of claimed defect. Failure to timely submit a warranty claim is sufficient basis for denial of such claim. Aldora must be allowed to inspect any product that is the subject of a warranty claim, and unauthorized repairs, changes, or modification of product prior to such inspection voids all warranties.

No warranties apply to glass distortion within industry norms or defects caused by misuse, improper installation, or natural wear.

THERE ARE NO WARRANTIES OTHER THAN THOSE SET FORTH AND REFERENCED HEREIN, WHICH SHALL BE THE SOLE REMEDY AVAILABLE HEREUNDER. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. ALL WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. NO IMPLIED WARRANTY CAN BE CREATED OR MODIFIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FURTHER, THE REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED IN ALDORA'S LIMITED WARRANTIES IS THE EXCLUSIVE REMEDY AVAILABLE FOR ANY CLAIM, CLAIMED PRODUCT DEFECT, OR WARRANTY CLAIM.

## 8. Returns and Cancellations

Standard products may be returned within thirty (30) days if unused and in original packaging, less a 20% restocking fee, subject to Aldora's approval. Custom or impact-resistant products (e.g., VistaView) are non-returnable.

Cancellation of orders after twenty-four (24) hours may incur a 25% fee or full invoiced amount (at Aldora's sole discretion) if production has begun.

## 9. Limitation of Liability

ALDORA SHALL NOT BE LIABLE TO THE CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER DUE TO ANY PRODUCT DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL, BREACH, OR OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED, INCLUDING CLAIMS OF DAMAGE ALLEGEDLY CAUSED BY ALDORA'S NEGLIGENCE. EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, ALDORA SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY ALLEGED DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCT OR FOR THE OMISSION OR ALLEGED INADEQUACY OF ANY WARNING RELATED TO THE PRODUCT.

Other than as provided herein and the limited warranties referenced herein, you accept the purchased goods "as is" with all faults and assume the risk of loss for any defect or nonconformity. You acknowledge and declare that these limitations and waivers have been brought to your attention and explained, that you have read and understood all terms and agree to be bound, and that your receipt of the purchased goods, these terms and conditions, and the limited warranties signifies that you voluntarily and knowingly consent to all waivers and limitations contained and referenced herein.

Aldora does not guarantee glass aesthetics (e.g., roll wave, bow) beyond specified tolerances unless agreed in writing.

Aldora will not be liable for any damage, delay, warranty, or remedy, and back charges will not be accepted in any event.

## 10. Governing Law and Disputes

This agreement is governed by Florida law, without regard to any conflict of laws principles. Disputes shall be resolved in the Circuit Court of Broward County, Florida.

YOU IRREVOCABLY WAIVE ANY OBJECTION TO JURISDICTION OR VENUE IN THE CIRCUIT COURT OF BROWARD COUNTY, FLORIDA.

## 11. Additional Terms

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties, and neither party has the authority to bind the other in any manner.

You acknowledge receipt of Aldora's technical data sheets and installation guides (available at [aldoraglass.com](http://aldoraglass.com) or upon request).

All sales are final upon shipment unless otherwise noted. Changes to this order or these terms and conditions require Aldora's written consent.

No waiver by Aldora of any term or condition hereof shall be deemed waiver of any such term in any other case. No waiver shall be deemed to occur as a result of the failure to enforce these terms and conditions.

If any provision or part-provision herein shall be deemed illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.