

Classy Glass, Inc. General Terms and Conditions

ORDERS:

Orders may be made by phone, fax, e-mail, or letter. Orders made by phone must be confirmed in writing, preferably by fax or email. (Faxes and emails are treated as original documentation.) ***There are no minimum orders.***

To order:

Call toll free: (877) 814-5404

or (828) 452-2242

Fax to: (828) 452-2656

E-mail: sales@classyglass.net

(Please call to confirm)

SAMPLES:

Please download our Sample Order Agreement form from www.classyglass.net or call 877-814-5404 to receive a copy via fax. No samples will be issued without an agreement on file.

Finished Random samples are billed at EQP (subject to availability). Outbound and inbound shipping is to be paid for by the customer. A full refund of the cost of the sample item will be credited to the customer if sample is returned in perfect condition within 30 calendar days of invoice date. Classy Glass, Inc. must be notified within 5 business days if the sample arrives to the customer damaged in any way. If damaged, all packing materials and original boxes must be retained. If packaging materials are discarded, this renders null and void our insurance agreement with the carriers. In such a case, the customer will be liable for payment.

Spec samples will be billed at first column pricing. Outbound and inbound shipping will be paid for by the customer. All set-up and other incidental charges are applicable. If the spec sample results in a sales order, and there is a difference in the price paid for the spec sample and the price for the production piece, the difference will be credited back. Spec samples are non-refundable. For product damaged in shipment please see instructions under "Random Samples".

Blank samples are billed at EQP for catalog items (subject to availability). Outbound and if applicable, inbound freight to be paid by the customer. Blank Samples may be returned for a full refund of the sample price, but must be

returned within 30 calendar days of invoice date and in perfect condition. Non-catalog items and items under \$25 are non-refundable. All returns are subject to a 15% restock fee.

PRODUCTION TIME:

Normal production time is 5 to 15 business days depending on item, availability and quantity. This time frame starts from the receipt of acceptable camera-ready or electronic artwork. Please allow additional time for shipping.

RUSH SERVICE:

Rush service may be available upon request. There will be an additional \$50 net or 25% surcharge (whichever is greater) for orders required within 5 business days of receiving acceptable artwork. Please check with our customer service department to confirm the availability of rush service and turnaround time. Also note that shipping companies charge extra for expedited shipments.

PAYMENT TERMS:

We gladly accept Visa, Mastercard, Discover and American Express. Debit Cards are also accepted. You may also make prepayment via check. Sorry! No COD's! A 50% deposit is required for work to begin. Net 30 days credit terms may be extended to customers with approved credit. There will be a 1.5% finance charge applied to any account over 30 days old (APR 18%). Accounts over 60 days old may be subject to collection or legal services. To be considered for credit, call (877) 814-5404 and request a credit application or download the form from www.classyglass.net. After completion, fax to 828-452-2656, then call 877-814-5404 to verify it was received. New accounts must prepay the order before the order can be shipped.

CANCELLATIONS:

All cancellations must be made in writing. Cancellations will be accepted only if the order has not been put into production. Customers are responsible for all costs incurred up to the time of cancellation.

FREIGHT:

All orders of etched product are shipped F.O.B. Waynesville, NC. Sample orders may ship from Classy Glass Corporate in NC or from our East or West coast facilities. To simplify handling, sample orders cannot ship on customer's shipper numbers. Freight and shipping charges are added to the invoice or may be billed separately. All shipments are subject to dimensional and weight charges. All third party shipments require the bill-to address for the shipper's account being billed. Standard shipping is by UPS or FedEx ground services. Other services may be

used depending on weight and destination. Expedited shipping is available at additional cost. Larger orders will be shipped via common carrier to lower your cost. Classy Glass Inc. will help you determine the least expensive method of shipment. Drop and Blind Ship services are available. Drop/Blind ship to one location is free of extra handling fees. Drop/Blind ship to more than one location will be \$9.34(r) for each location. For example, an order going to 10 different addresses will be billed extra handling fees of \$84.06 (r) (\$9.34[r] x 9) locations.

CLAIMS:

Our shipping program assures that the products arrive to you in good condition or we will offer you free replacement, credit your account or your money back. Please notify us within 5 calendar days after receipt of merchandise. Please see the Receiving Instructions Section for more information.

RETURNS:

No returns will be accepted without a Return Merchandise Authorization number. A RMA number can be obtained from a customer service representative. This number must be on the outside of the box being returned. No returns will be accepted 30 days after receipt of merchandise. Blank sample returns are subject to a 15% restocking fee. Items under \$25. (net) are non-returnable.

ARTWORK/SET-UP PRICING:

(Please see Guidelines for Artwork for more details)

Please provide us with black and white (half tone not acceptable) camera-ready artwork for duplication of logo or other artwork. If artwork needs to be cleaned up, you will be notified of additional charges. Our rates are \$100.00(r) per hour with a half-hour minimum art charge. No work will begin prior to artwork approval. There is a one-time set-up charge of \$66.66(r) for each original artwork. We will not charge another set-up fee for enlarging or shrinking an artwork to fit another award of the same general proportions. Set-up charges will not be incurred on reorders of the same product and inscription.

SPECIAL SERVICES:

Color fill on glass and marble products is \$13.33 (r) per piece per color (included in pricing for marble and some colored glass items). **Multi-sided etching** is also available at \$1.09 (r) per square.inch (minimum multi-side etch is \$9.17 [r] per extra side).

Line/personalization changes can be made at an additional charge of \$6.67 (r) per line up to three lines. Over three lines will incur a full set-up fee.

For pricing on quantities greater than end quantity, contact customer service at (877) 814-5404.

Gift wrapping is available upon request for an additional fee.

GUARANTEE:

All defects in workmanship and materials will be replaced at no charge. It must be noted that small bubbles and other anomalies are part of the glass manufacturing process and are not considered defects. The Federal Government mandates that no defect (small bubbles and flow lines are not considered defects) should be visible in the glass when it is viewed horizontally or vertically from six feet away under normal lighting. However, Classy Glass, Inc. uses a more stringent quality standard. We feel there should be no visible defects when viewed from five feet away to ensure customer satisfaction.

ADDITIONAL NOTES:

Due to manufacturing processes, etch areas are calculated conservatively. Also, color fill and shading may show slight variations in tone or depth of color. Pantone matching is unavailable.

In an effort to be sensitive to the environment, we print all catalogs on recycled paper. To help us, we ask that each distributor request only the catalogs they will actually use. In order to help meet your needs, each distributor may receive up to 8 free catalogs per year. Shipping on the first two catalogs is also free. For more than two catalogs, we require your shipper number. If you need more than 8 catalogs, they may be purchased for \$6.00(net) per catalog.

All artwork submitted for production use will be assumed to be in compliance with all applicable laws for trademark, copyright, patent and/or other protection. The purchaser assumes all liability resulting from actions or demands brought against us for any infringement. Classy Glass, Inc. reserves the right to display as samples any items produced by us without any liability on our part as to trademark or copyrights. Logos, designs, insignias or trademarks on items in our catalog reproductions are only used as examples of the quality of our production and enhancement processes and is in no way presented for resale, nor are these representations to be construed as product or name endorsements by or for the trademark owners.

GUIDELINES FOR ARTWORK

Camera-Ready Artwork:

Camera-Ready Artwork is artwork that has a high black and white contrast, with no gray shading. It must have crisp, clean lines and a sharp, clear image eliminating the need for further clean up for production. Pre-screened, pre-tinted, halftones or thermograph printed art cannot be considered as camera-ready artwork for our etching process. Artwork that is faxed to us is unacceptable.

Do not send the following as artwork: business cards, magnets, printed materials such as stationery, magazine pages, yellow page advertisements, or film. Art charges will be necessary with artwork submitted in these formats. The art department reserves the right to determine what is camera-ready artwork. Any artwork requiring conversion and/or major alterations will incur an art charge which is \$66.66(r) per hour with a half hour minimum, billed afterward in 15-minute increments.

Electronic Artwork:

All file types should be of "camera-ready" quality as defined above to ensure no further art charges.

Types of Files:

We accept files in Illustrator (3 through CS4) format or .EPS files that are fully vectored/outlined. Vectored images should be "original quality" consisting of smooth lines: black and white only. We also accept Corel Draw files that adhere to the same criteria. Placed or imported images do not convert. Include them as separate files and not as embedded files. We can also work with .gif, .bmp, .tif or .jpg images only if the original quality is 600 dpi or higher and saved at the highest quality (no compression) to prevent data loss. However, if at ALL possible, use the vector formats above! If you send the artwork as an .AI or .EPS, do NOT embed bitmap (pixelized images) into this file format unless it is accompanied by outlines/vectors of the art contained in the embedded file. If the file is a totally pixelized image then please save as any of the standard file types, preferably .BMP, with the above guidelines. Files can be accepted in .PDF format. However, if we do not have the font used in this file, it will be substituted when we view the file. Also, if the art embedded in the .PDF file is not vectored line art, there may be an additional art charge. In the event you are providing a setup which requires changes in text, we may request the fonts used to complete the changes.

Sending Artwork:

E-mail artwork to artwork@classyglass.net. We can accept any compressed file as long as the artwork contained in the compressed file adheres to the above guidelines. We also accept files on CD, DVD and Iomega Zip 100/250 disks which you would mail to our physical address.

RECEIVING INSTRUCTIONS

Upon receipt of your merchandise, examine each carton closely on all six sides. If any carton bears outside damage, open the carton before signing for it to inspect the contents. This is your RIGHT IF damage is visible (ICC Regulation 120). You must describe damage on receipt. Do not leave this to the driver. **YOU**

are responsible for any claims against the carrier IF we shipped against your carrier account. Classy Glass, Inc. cannot file claims for your shipper account. For orders shipped under the Classy Glass, Inc. shipper accounts, claims must be made by us on your behalf within **5 days** of receipt of merchandise. Valid claims must be accompanied by ***original shipping cartons, packing material and damaged items***. Without the original packaging, carriers will deny your claim and the insurance paid by Classy Glass will be invalidated. In such cases, the customer is responsible for the merchandise. Be sure to report the damage within 5 days. If damage should be extensive, refuse the merchandise and call Classy Glass, Inc. immediately.

**12 Cougar Court
Waynesville, NC 28786
Tel. 877-814-5404 Fax 828-452-2656**

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