TERMS AND CONDITIONS

At Clarus®, quality is in our DNA. Our passion for excellence in manufacturing extends throughout the entire customer experience. Every order is important to us. These terms and conditions are hereby incorporated into the agreement for the purchase and sale of product(s) between Clarus and its customer as evidenced by the respective Sales Order.

Clarus Glassboards
7537 Jack Newell Blvd. N.
Fort Worth, TX 76118
Ph: 888.813.7414
Fx: 682.626.5344
Email: info@clarus.com

ACKNOWLEDGMENT EMAIL

Clarus will send an acknowledgment email for each purchase order (an “Order”) received from a customer. When the acknowledgment is received it should be checked for accuracy. It is the customer’s responsibility to promptly contact Clarus regarding any discrepancies between the Order and the acknowledgment email. The Order will be placed into production only after all necessary information and any deposit toward the cost of the Order required by Clarus is received.

PRICES

The current product price guide is contained on Clarus’ website at www.clarus.com. Values within the current price guide are shown at list price and apply to standard products only. Storage, sales tax, custom charges, and any installation charges are not included in the price guide quotes. Clarus reserves the right to modify the values in the price guide at its discretion and without prior notification to customer.

SALES AND USE TAXES

In jurisdictions where Clarus has an established sales & and use tax registration, Clarus will charge any applicable taxes on all Orders by the rate and requirements of the local jurisdiction. A verifiable and applicable tax exemption or resale certificate is required by the receiving customer if the customer claims an exemption from sales tax on any Orders. Exemption or resale certificates must be received in connection with the Order for taxes to be excluded from the Order invoice. In jurisdictions where Clarus does not have a sales & and use tax registration, and therefore does not collect sales tax, the customer is responsible for collecting and remitting all applicable sales and use taxes directly to its taxing authority.

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GRANT OF SECURITY INTEREST

To secure Customer's obligations to pay Clarus for products purchased from Clarus, Customer grants to Clarus a security interest in the Collateral. For purposes of this security interest, "Collateral" means the product or products that Customer has purchased from Clarus and for which Clarus has not received payment in full, including all proceeds of the products in any form and all

replacements for the products. Customer agrees and acknowledges that Clarus may file a UCC-1 Financing Statement with the appropriate governmental recording or filing office to perfect its security interest herein granted.

CREDIT LIMIT TERMS

New customers may be given an initial credit limit at the discretion of Clarus. Customers can request a higher credit limit by submitting a credit application. If approved, Clarus will establish an allowable credit limit that will be monitored and updated as needed. The credit terms may include a combination of an allowable credit limit and/or extended payment terms. Past due accounts are subject to a 1.5% late charge per month after 30 days. All credit terms are subject to change without prior notice. Outstanding payment obligations that are more than 30 days past due will result in a temporary credit hold until the account is current.

DEPOSITS

Clarus reserves the right to a require deposit for any Order. When a deposit is required, the deposit must be received by Clarus before Clarus places the Order into production.

CANCELLATIONS

All Orders are considered firm and cannot be canceled unless Clarus grants written consent. Clarus reserves the right to apply a cancellation fee in an amount determined at its discretion on any approved cancellations.

CHANGE ORDERS

Clarus reserves the right to apply additional charges in an amount determined at its discretion to any order that is revised after manufacturing has begun. Additions or changes to approved Orders may be subject to a delayed shipping date.

SHORTAGE AND DEFECT CLAIMS

Any shortage claim must be reported in writing to Clarus within 24 hours of shipment receipt. Any defects or other errors must be reported in writing to Clarus within seven (7) days after delivery. Failure to report claims indicates full acceptance of product. Claims must be filed prior to installation.

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QUOTES

Quoted prices are valid for 60 days and for the quantities listed on the quote request, unless otherwise noted. Any special requests that were not noted on the initial quote may incur an additional fee.

STORAGE

Orders will be shipped when completed. On orders for which the customer is unable or unwilling to take delivery as scheduled, the merchandise may be shipped to storage facilities at the customer's expense or held in a Clarus facility for an additional fee.

WARRANTY

Clarus warrants that its glass components that are printed or painted will be free from defects in materials and workmanship for a period of twenty (20) years from the date of purchase.

All moving parts, technology components, and electronic features are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase.

This limited warranty extends only to the original purchaser or the first retail purchaser of the product. If, during the applicable warranty period, a covered product or component is found to be defective in materials or workmanship, Clarus will, in its sole discretion, repair or replace the defective product or component.

This limited warranty does not cover damage resulting from, or in any way attributable to, improper use, storage, shipping, handling, installation, maintenance, or modification of the product, nor does it cover normal wear and tear.

SHIPPING

Estimated shipping dates are in the acknowledgment email. All orders will ship within 60 days after the date the Order is placed into production by Clarus. Clarus is not liable for Orders that are inaccurate due to erroneous information provided by the customer or the customer's authorized agent.

Clarus reserves the right to select the shipping method for an Order. The shipping charge is added to the total net cost of all Orders. Please contact Clarus' sales department for shipping estimates prior to placing an Order. Freight surcharges may be added to Orders.

Will call orders are subject to a crating fee. Clarus will notify the customer when the Order is ready for pick-up. Clarus reserves the right to charge storage fees for unclaimed product after notification.

Merchandise shipped is F.O.B. factory from Fort Worth, Texas. It is the responsibility of the purchaser or consignee to report any claim for loss or damage to the carrier promptly upon receipt, and to settle with the carrier any such claims.

Each customer agrees to inspect all cartons/crates of its Order immediately upon receipt and to note any visual damage or shortages on the delivery receipt. The carrier should be notified immediately to inspect the merchandise, and the consignee should subsequently file a freight claim. If visual damage is not apparent, sign the delivery receipt "No Visual

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Damage.” This allows recourse for a concealed damage claim. Claims for freight damage, concealed or otherwise, must be made within seven (7) days of the original delivery date.

Failure to make claims against designated carrier within seven (7) days constitutes as acceptance of the product and a waiver of any defects, errors, or shortages discovered upon inspection.

Shipping dates mentioned on the order acknowledgment email are estimates only. Clarus is not responsible for shipping delays of any kind.

RETURNS

Many Clarus products are made-to-order and may not be returned. Clarus reserves the right to refuse return of custom-made or specialty products. If Clarus chooses to accept a return, merchandise must be returned unused and properly packaged in its original shipping carton. Products may only be returned with written permission from Clarus. If permission is granted to return a product, a return merchandise authorization (RMA) must accompany the product. Returned products will not be accepted without an RMA. Unless otherwise agreed, the return freight charges are the customer’s responsibility. All returns are subject to a restocking fee in an amount determined at Clarus’ discretion.

PRODUCT ENHANCEMENTS

In our continuous improvement efforts, Clarus reserves the right to institute changes to product materials, parts, or design as well as to discontinue models, options, or parts without any prior notice.

LIMITATION OF LIABILITY

Claims’ maximum liability to a customer is limited to a liquidated damages amount equal to the monetary amount of the purchase price of the product claimed to be defective. These liquidated damages are customer’s sole and exclusive remedy. Customer waives and releases Clarus from any other damages, including consequential or special damages.

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