

# **TRANSPARENT ARMOR**

## **SOLUTIONS**

WOMAN OWNED • SMALL BUSINESS

### **STANDARD TERMS AND CONDITIONS**

1. The purchase order attached hereto (the "Purchase Order") is subject to the terms and conditions set forth below. Acceptance of the Sales Order is limited to the Terms and Conditions set forth herein. Additional terms on Buyer's form shall be deemed a material alteration hereof and are therefore objected to and rejected. As used in these Terms and Conditions "materials" means any materials, machinery, equipment, article, item, services or work provided for in the Sales Order. "Buyer" means the person, firm or corporation who will purchase materials or services from the "Seller" in accordance with the Sales Order. "Seller" means Transparent Armor Solutions, Inc.
2. Seller will purchase materials only once a Purchase Order is received. If the Buyer alters, changes or cancels the Purchase Order then they are responsible for the cost of all materials already purchased in accordance with that Purchase Order. If the Purchase Order is an open Purchase Order with scheduled releases, then the Buyer will only be responsible for up to 3 months of material. Seller will not, unless specified in agreement, hold or purchase more than 3 months worth of material for any Buyer.
3. Any changes to a Purchase Order or a Purchasing Agreement must be made in writing, either by fax or email. Only changes made by the Buyer's appropriated purchasing department will be accepted. All changes, alterations or cancellations will be subsequently confirmed in writing by Transparent Armor Solutions, Inc.
4. Seller expressly warrants that all materials furnished will conform to applicable specifications, drawings, samples or other descriptions given. Seller shall extend all warranties it receives from its vendors to Buyer, and Seller's warranty shall extend to Buyer's customers. Seller's warranty for all transparent armor products is a 2 year delamination warranty. See Appendix A for details and exceptions.
6. Buyer will receive a confirmation upon Seller's receipt of a Purchase Order in the form of Seller's Sales Order. Sales Order will state price of goods sold and shipment date.
7. Buyer may delay delivery or acceptance of goods in the event of an unforeseen event. Seller shall hold the goods pending Buyer's direction, and Buyer shall be liable only for direct increased costs incurred by the Seller by reason of Buyer's instructions, provided such additional costs are itemized for Buyer by Seller. Goods can be held for up to 30 days after original ship date. After 30 days, Seller will ship the goods and invoice the product.
9. Seller warrants, guarantees and certifies to Buyer, its subsidiaries, affiliates, divisions and representatives and any other person or entity affected thereby (hereinafter referred to collectively as "Affiliates") that all materials processed for or purchased from time to time by or on the order of Buyer or its Affiliates from Seller: (i) are and will at time of delivery by Seller be in compliance with all applicable federal, state and local laws, rules, regulations, specification and other legal requirements; (ii) meet the specifications of Buyer under which they are to be produced and sold; (iii) are processed and packaged pursuant to Buyer's standards and specifications; (iv) are free and clear of all liens, encumbrances, security interests and claims; and (v) do not violate, and the use or resale thereof by Buyer or its Affiliates shall not violate, any patent, trademark or copyright.

**1900 S. Susan Street, Santa Ana, CA 92704**  
**P: 714-597-6499 F: 714-957-6506**  
**[www.transparentarmorsolutions.com](http://www.transparentarmorsolutions.com)**

# **TRANSPARENT ARMOR**

## **SOLUTIONS**

WOMAN OWNED • SMALL BUSINESS

10. Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the materials in combination with other goods or materials not furnished by Seller to the extent such infringement is attributable to patents not furnished by Seller.

11. As to any materials furnished by Seller to Buyer manufactured in accordance with drawings, designs or specifications proposed or furnished by Buyer or any claim of contributory infringement resulting from the use or resale by Buyer of materials sold hereunder, Seller shall not be liable, and Buyer shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Seller's reasonable attorneys' fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties. The foregoing states the entire liability of Buyer for infringement, and in no event shall Seller be liable for consequential damages attributable to an infringement.

12. In addition, Seller warrants that all materials purchased hereunder will conform to Buyer's specifications. Further, Seller warrants that all materials purchased hereunder will conform in every respect to the specifications. Seller will defend and save Buyer harmless from loss, cost or damage by reason of any actual or alleged failure to comply or meet specifications.

13. Risk of loss shall remain Seller's until the materials have been delivered to Buyer and have been received on site, and the Seller shall have the responsibility of insuring the materials against transportation loss and any other loss or damage until the materials have been delivered to Buyer and have been received as long as Seller pays for the transportation. If Buyer decides to pay for own transportation, then risk of loss transfers to Buyer as soon as the product leaves Seller's facility.

14. All materials purchased hereunder shall be subject to counting, inspection and/or testing by Buyer at all reasonable times and places, including inspection at Seller's plant before, during and after manufacture. If the Purchase Order specifically requires Buyer's inspection, Seller will notify Buyer ten (10) days in advance of final test or inspection. Buyer's inspection or failure to inspect shall in no way limit or diminish any responsibilities or liability of Seller with respect to such materials, including any warranty or guarantee contained above, or imply acceptance by Buyer.

15. Any issues, concerns or defects must be made in writing to the Seller within 10 business days of Buyer's receipt of the material. Products that are non-conforming, for which an RMA is not issued within 10 business days, will not be returned or replaced.

16. Seller will replace all non-conforming goods for which an RMA (return merchandise authorization) is issued within 10 business days. Buyer will be required to give a written reason for the non-conforming product(s) and issue an RMA. Seller will replace the product(s) at our own expense at the same lead time or faster if circumstances allow. RMA's can only be issued for non-conforming products that are within the Quality Specification that both parties have agreed upon and signed. Only the most current signed Revision will be used. If the issue does NOT fall within the parameters of the specification, the product cannot be returned.

**1900 S. Susan Street, Santa Ana, CA 92704**  
**P: 714-597-6499 F: 714-957-6506**  
**[www.transparentarmorsolutions.com](http://www.transparentarmorsolutions.com)**

# **TRANSPARENT ARMOR**

## **SOLUTIONS**

**WOMAN OWNED • SMALL BUSINESS**

17. The Purchase Order and these Terms and Conditions constitute the entire agreement between the parties and can only be modified by a writing signed by authorized representatives of both parties and such writing shall specifically identify that a term or terms in the Purchase Order or these Terms and Conditions is or are being superseded by a term or terms set forth in the aforementioned writing.

18. Deliveries must be made within the time stated in the Purchase Order. Seller will immediately notify Buyer if delivery cannot be made on time.

19. Materials delivered in error or not in accordance with specifications or codes, or in excess of the quantity called for will be returned at Seller's expense. Substitution under the Purchase Order will not be permitted except on specific written authority of Buyer.

20. If freight is paid for by the Buyer, then the goods become the Buyer's when the freight leaves our loading dock. Any breakages or issues that occur during the freight time or delivery will be at the expense of the Buyer.

21. All drawings, specifications, technical information, experience, or knowledge, or similar confidential information disclosed by Buyer to Seller, together with documents containing such material are the confidential and proprietary property of the Buyer. Buyer's failure to mark any confidential information as confidential, proprietary or otherwise shall not affect its status as confidential and/or proprietary information. Seller shall not disclose such confidential property to its employees or to any third party except on a need-to-know basis to enable Seller to furnish the materials that are the subject of the Purchase Order, and the Seller shall take all reasonable steps to maintain the confidentiality of all such confidential information. Seller and its representatives shall use this information only in connection with the purchase contemplated hereunder. Upon the satisfaction of the Seller's obligation hereunder, or if this Agreement is otherwise terminated, Seller shall return all originals and copies containing confidential or proprietary information to Buyer.

22. If the Purchase Order indicates that special security conditions apply to the purchase, Seller will strictly comply with all such conditions communicated to it.

23. In the event of conflict among documents referred to in the Purchase Order, the order of priority shall be: (1) these Terms and Conditions; (2) any special conditions supplied by Buyer; (3) terms of the Purchase Order; (4) any technical specifications supplied by Buyer; (5) any drawings supplied by Buyer; (6) any remaining documents referred to in the Purchase Order.

24. Any dispute hereunder shall be adjudicated exclusively in, and subject to the laws of, the State of California.

**1900 S. Susan Street, Santa Ana, CA 92704**  
**P: 714-597-6499 F: 714-957-6506**  
**[www.transparentarmorsolutions.com](http://www.transparentarmorsolutions.com)**

# **TRANSPARENT ARMOR**

## **SOLUTIONS**

WOMAN OWNED • SMALL BUSINESS

### Appendix A Seller's Warranty

1. Seller agrees to warrant any and all products manufactured by us for up to 2 years from the date of manufacture. Each part will be shipped with a serial number (permanent or removable). It is the Buyer's responsibility to make note of the serial number if they have requested a removable label. Only parts with a traceable serial number will be covered under the Warranty. Parts for which the serial number is lost or unknown will not be covered under any Warranty.
2. Laminated unframed parts which include an edgeseal will be covered by a 12 month Warranty against delamination only. Cracks in the polycarbonate or cracks in the glass are NOT covered by Seller's Warranty.
3. Laminated framed parts which include an edgeseal will be covered by a 24 month Warranty against delamination only. Cracks in the polycarbonate or cracks in the glass are NOT covered by Seller's Warranty.
4. Any laminated parts, framed or unframed, for which the Buyer does not want the recommended edgeseal, will not be covered by any Warranty.
5. Warranty includes delamination durability to environments stated within ATPD 2352 (US Military Transparent Armor Purchase Specification). Warranty to comply with current revision at date of purchase order.
6. Seller's Warranty only covers the replacement of the product. It does not cover the additional costs of installation or replacement. It does cover shipping and crating costs to the original delivery site.
7. Any claims against the Seller's Warranty must be made within the 2 years of manufacture. Claims must be made in writing to the Seller (delivered either by email or post) and shall include documentation of claim, including pictures and description of failed part, component, or service.
8. Seller shall notify Buyer of receipt of claim will be made within 3 business days. If Buyer does NOT receive confirmation within 3 business days, it is assumed that the Seller did not receive the claim and Buyer must make the claim again.
9. Seller will be allowed up to 30 business days to review and respond to the claim.
10. Seller has right to travel to view the product(s) in question. Travel expenses of viewing warranty claim parts shall be responsibility of the Seller.
11. Polycarbonate can only be cleaned using soapy water. Use of chemical solvents including but not limited to: Windex, isopropyl alcohol will cause the polycarbonate to crack, haze and/or scratch.
12. Seller does NOT warranty against the cracking, hazing or scratching of polycarbonate. Delamination caused by cracked polycarbonate is not covered by the warranty.
13. Replacement parts that are not covered by Seller's warranty will be sold at the market price. They do not have to be sold at the original price.
14. Seller reserves the right to recover parts that failed and fall under a warranty claim. Seller shall be allowed opportunity to have parts returned to Transparent Armor Solutions, Inc or appropriate test lab for failure analysis. The cost of the return will be covered by the Seller. Seller will arrange for its own shipping.
15. If there is a disagreement with the Warranty, then both parties agree to outside arbitration. Each party will be assigned a neutral arbitrator and an attempt will be made to solve any disagreements without resorting to legal proceedings.
16. If no agreement can be made, then this Warranty and entire document is subject to the laws in the state of California.

**1900 S. Susan Street, Santa Ana, CA 92704**

**P: 714-597-6499 F: 714-957-6506**

**[www.transparentarmorsolutions.com](http://www.transparentarmorsolutions.com)**