

Mobile Glassblowing Studios, LLC
Terms, Conditions, and Limited Warranty

Thank you for your interest in the products and services of Mobile Glassblowing Studios, LLC (hereinafter referred to as “the Company”). We want our customers (hereinafter referred to as “Purchaser”) to be fully informed about all aspects of their equipment. It is your responsibility to thoroughly read the information contained within this document.

This Limited Warranty applies only to equipment and accessories manufactured by Mobile Glassblowing Studios, LLC and does not apply to any items purchased through the Company that are re-sold but not manufactured by the Company. Furthermore, this warranty does not apply to equipment and/or components which have been altered, changed, or modified in any way, or subjected to abusive or abnormal use, inadequate maintenance, or subjected to use beyond the Company’s recommended capacities and specifications.

GENERAL

All orders will be subject to review and approval by the Company. Purchaser must contact the Company in writing prior to remittance of payment with any objections to the terms and conditions contained herein, otherwise Purchaser’s assent to these terms and conditions shall be confirmed. Purchaser’s confirmation and/or payment of Quotes or Invoices expressly confirms Purchaser’s acceptance of the terms and conditions as set forth herein and as listed on Quotes or Invoices, and as published on www.mobileglassblowingstudios.com. All actions taken by the Company including but not limited to quotations, invoices, acceptance of Purchaser’s order(s), and sales by the Company are limited to, and governed by, the terms and conditions set forth herein. No change, modification, or waiver of any terms or conditions contained herein shall be effective unless made in writing and signed by an authorized representative of the Company.

U.S. & CANADA PRICING & PAYMENT TERMS

1. **PRICING:** Pricing contained on Company’s website, social media pages, catalogs, posters, brochures, etc. are subject to change. Prices on Quotes may be subject to change if, by the expiration date stated in the Quoted offer, the purchaser fails to accept the offer to purchase, the purchaser fails to pay the quoted price and other charges, and fails to accept and abide by the terms and conditions contained in the Quoted offer and contained in this agreement. Orders may be subject to Georgia Sales tax and the amount of any sales tax will be included in the Quote. Purchaser is responsible for paying any and all taxes.
2. **PAYMENT:** Before Company will order materials and before Company will begin production of the equipment the Company requires: a.) Orders totaling less than \$5,000 USD, not including applicable taxes or shipping: Payment of the Quoted amount due in full prior to the start of any fabrication, or b.) Orders totaling more than \$5,000 USD, not including applicable taxes or shipping: Payment of a seventy-five (75) percent deposit of the Quoted amount of orders whose shipping destination is within contiguous United States, Alaska, Hawaii, or Canada. Before Company will ship, deliver, or release the completed equipment to purchaser for pick-up, purchaser must pay the remaining twenty-five (25) percent that is due two weeks prior to the shipment, pick-up or delivery of the equipment. Company will notify Purchaser of the date to complete final payments. All accepted sales are final and all payments made are non-refundable. The payment of the Quoted price, and all other costs, must be paid in full within one hundred eighty (180) days of the date Company notifies Purchaser that final payments are due. The purchaser’s failure to pay the Quoted price and all other costs within the one hundred eighty days will be a breach of the purchase contract and Purchaser will lose all rights and interest in the manufacture equipment, and the manufactured equipment will remain the sole property of the Company. The Company will have the right to re-sell the equipment to a willing purchaser for a price agreed upon by the Company and the new purchaser, and any profit made by the Company over the price quoted to Purchaser will belong exclusively to the Company. No equipment will be shipped by the Company unless all Invoices including shipping are paid in full by the Purchaser, regardless of estimated shipping or delivery date as stated on Invoices. Upon receipt of any payment amount from the Purchaser by the Company, the order as Quoted and Invoiced by the Company is considered effective and may not be rescinded or cancelled by the Purchaser. **Remittance of**

payment confirms acceptance of these terms as well as those published on www.mobileglassblowingstudios.com.

OUTSIDE U.S./CANADA PRICING & PAYMENT TERMS:

1. PRICING:

Pricing contained on Company's website, social media pages, catalogs, posters, brochures, etc. are subject to change. Prices on Quotes may be subject to change if, by the expiration date stated in the Quoted offer, the purchaser fails to accept the offer to purchase, the purchaser fails to pay the quoted price and other charges, and fails to accept and abide by the terms and conditions contained in the Quoted offer and contained in this agreement. Orders may be subject to Georgia Sales tax and the amount of any sales tax will be included in the Quote. Purchaser is solely responsible for paying all applicable taxes, duty, quarantine, import and export fees, licensing, field certification, or other fees as imposed or required by the governing entities of the Purchaser's location prior to the delivery of the equipment. Any changes in shipping or insurance charges will be the responsibility of the Purchaser.

2. PAYMENT:

Before Company will order materials and before Company will begin production of the equipment the Company requires: payment of the Quoted invoice in full, paid by international bank check or draft, or paid by international wire transfer. Pay to Mobile Glassblowing Studios, LLC drawn on a U.S. bank in U.S. dollars. All accepted sales are final and all payments made are non-refundable. Upon receipt of any payment amount from the Purchaser by the Company, the order as Quoted and Invoiced by the Company is considered effective and may not be rescinded or cancelled by the Purchaser. **Remittance of payment confirms acceptance of these terms as well as those published on www.mobileglassblowingstudios.com.**

U.S. & CANADA SHIPPING & DELIVERY

Due to fluctuations in market fuel prices outside of the Company's control, shipping estimates on Quotes are for estimated budgeting purposes only and are not considered final. Actual shipping charges will be calculated and Invoiced separately approximately two (2) weeks before the total equipment order is ready to ship from the Company's premises as per correspondence by the Company to Purchaser. Shipping Invoices must be paid in full prior to the release of the equipment to the designated shipping company. The Purchaser is solely responsible for providing correct information to the Company regarding delivery address, location type, and additional needs such as lift gate service. This information will be reflected on the shipping Invoice, and payment of this Invoice by the Purchaser confirms the accuracy of the information contained therein. The Company shall assume no responsibility for any issues that arise in the shipping process resulting from incorrect or incomplete information provided by the Purchaser, including but not limited to any increase in cost. The Company shall choose, coordinate and schedule the shipping with the designated transportation company, unless otherwise specified by the Purchaser or the Company. Unless otherwise specified, shipping is for delivery of freight to curb-side or loading dock at Purchaser's destination, and does not include any further services such as delivery to a specific location within the property, or unpacking of freight. The Purchaser is solely responsible for making such arrangements as needed following curb-side or loading dock delivery. The Company shall not be liable for damages or for cancellation of the contract as a result of any delay due to any cause beyond the Company's control including, but not limited to, act of God, act of the Purchaser, embargo, or other governmental acts, regulations or requirements, fire, accident, labor disputes, war, civil insurrection or riot, or delay in transportation. Delivery may be extended under any of these circumstances for a period equal to the time lost due to the delay. The Purchaser assumes the risk and responsibility for any damage during transit. In the event of damage during transit, all claims for parts broken or lost in shipment must be filed with the transportation company directly by the Purchaser. The Company assumes no liability for any damage or lost equipment or parts during transit. It is agreed that the Purchasers shall inspect the equipment immediately upon receipt of the shipment, and the Purchaser shall notify the Company, in writing, of any shortage of any parts or components within fourteen (14) days of receipt, and Company will replace the shortage of parts or components, but not lost parts or components, at Company's expense. If Purchaser fails to notify Company within the fourteen (14) days of receipt of the equipment, Purchaser will pay for the current cost of the manufacture and shipment of any shortage.

OUTSIDE U.S./CANADA SHIPPING & DELIVERY

Shipping charges will be included on the equipment quote and must be paid in full along with all equipment costs. Unless otherwise specified, the shipment will be delivered to the destination port only. The Purchaser is responsible for making any and all necessary arrangements for the equipment to pass through customs, and for delivery of equipment to the Purchaser's final destination. The Company shall assume no responsibility for any issues that arise in the shipping process resulting from incorrect or incomplete information provided by the Purchaser, including but not limited to any increase in cost. The Company shall choose, coordinate and schedule the shipping with the designated transportation company, unless otherwise specified by the Purchaser or the Company. The Company shall not be liable for damages or for cancellation of the contract as a result of any delay due to any cause beyond the Company's control including, but not limited to, act of God, act of the Purchaser, embargo, or other governmental acts, regulations or requirements, fire, accident, labor disputes, war, civil insurrection or riot, or delay in transportation. Delivery may be extended under any of these circumstances for a period equal to the time lost due to the delay. The Purchaser assumes the risk and responsibility for any damage or loss during transit. In the event of loss or damage during transit, all claims for parts broken or lost in shipment must be filed with the transportation company directly by the Purchaser. The Company assumes no liability for any damage or loss to equipment or parts during transit. It is agreed that the Purchaser shall inspect the products immediately upon receipt of shipment, and the Purchaser shall notify the Company in writing of any apparent shortage within fourteen (14) days of receipt, and Company will replace the shortage at the Company's expense. If Purchaser fails to notify Company within fourteen (14) days of receipt of the equipment, Purchaser will pay for the cost of manufacture and shipment of any shortages.

CRATING & PACKAGING

Crating, packing, and packaging for equipment orders whose destination is within the contiguous United States, Alaska, Hawaii, or Canada is included in the listed price unless otherwise noted. Equipment orders whose destination is outside the contiguous United States, Alaska, Hawaii, or Canada may be subject to additional crating, packing, and packaging charges. The amount of any such charges will be determined at the time of Quotation, and is dependent upon such factors as destination location, shipping method, and total equipment order. Such charges will be included on the order Invoice and are payable according to the details set forth in the "Pricing & Terms" section above.

CANCELLED ORDERS & REFUNDS

As most of the equipment sold by the Company is made to order, all sales are final once the deposit payment has been received by the Company. All payments are non-refundable. The Company does not accept returned equipment for any reason, except in the case of routine scheduled servicing, maintenance or repairs as described in the "Customer Support" section of this document. Once the Company has shipped the fulfilled order from its premises, all components of the order are the sole property and responsibility of the Purchaser.

PERFORMANCE GUARANTEE

The Warranty shall not apply to any equipment and/or components that have been repaired, altered, changed or modified in any way by anyone other than Company. The Warranty does not apply to equipment or components subject to misuse due to common negligence or accident, nor to any equipment or components made by Company that are not operated in accordance with the printed instructions, or used beyond the Company's recommended capacities and specifications. The Company guarantees to the original Purchaser that the equipment of its original manufacture will perform according to the stated parameters only when (1) properly installed, assembled, started, operated and maintained according to Company instructions and/or Owner's Manuals, as revised from time to time, and (2) used specifically for the stated applications, and (3) used in the environments as specified or as limited. Due to the manually-operated nature of much of the Company's equipment, the Company makes no guarantees as to consistency of operation without active supervision and possible necessary adjustments by the Purchaser as described in Company instructions and/or Owner's Manuals. Due to the nature of fuel fired equipment, its controls and accessories, the Purchaser accepts and acknowledges the existence of explosion and fire hazards. To minimize such hazards, the

equipment must be installed, operated, and maintained in accordance with the Company instructions and/or Owner's Manuals, as revised from time to time. This guarantee does not apply to equipment and/or components which have been altered, changed, or modified in any way, or subjected to abusive or abnormal use, inadequate maintenance, or subjected to use beyond the Company's recommended capacities and specifications. In no event shall the Company be liable for labor costs expended on such goods or consequential damages. Company shall not be liable to Purchaser or any other person for loss, down time, or damage directly or indirectly arising from the use of the equipment or from any other cause. The Purchaser accepts and assumes responsibility for operation of the equipment and any damage to Purchaser or to anyone else or to any property resulting from the Purchaser's operation of the equipment.

TRAINING

The Company offers to train the Purchaser, or the Purchaser's designee, on the use, set up and operation of the equipment. The extent of the training can be customized to fit the Purchaser's need. The Company provides a Training Request Form for the purchaser to complete. Once the Purchaser makes a request for training, the Company will forward the form to the Purchaser and will also be available to discuss the training details with the Purchaser. A date, schedule and location for the training will be determined after the extent of the training is determined. The cost of the training will be determined after the Purchaser makes a decision regarding the specific training desired, and the total cost and terms of payment will be based on the Company's Customer Support document, as revised from time to time. The location of the training will be at the Company's headquarters or at the Purchaser's location. The location of the training will affect the price quoted for the training. The Company assumes no responsibility for the training of any other users of the equipment outside of the agreed upon person(s) included in the scheduled training, and any such use is at the Purchaser's sole discretion, responsibility, and liability.

LIMITED EQUIPMENT WARRANTY

The Company, for a period of one year from date of shipment, warrants each system or product of its own manufacture, with the exception of burner tips, crucibles and other refractory materials, to the original Purchaser to be free from defects in material and workmanship under normal use, service and maintenance. Normal use, service and maintenance means: (1) Not exceeding the maximum temperatures, volumes, and other parameters specified in the Company's instructions and/or Owner's Manuals. (2) Using only the fuels specified in the Company's instructions and/or Owner's Manuals. (3) Operation and maintenance in compliance with the Company's instructions and/or Owner's Manuals. Products or goods not manufactured by the Company and supplied in piece, or as components to a system designed or supplied by the company, are not covered by this warranty. Components and parts of the equipment that are not manufactured by the Company and not covered by the Company's warranty, and the Company does not warrant the performance, use and operation of those parts. The purchaser is responsible for seeking and filing any warranty claim against the company that manufactured the parts or components not manufactured by the Company. This warranty does not apply to damage caused by any or all of the following conditions or circumstances: (1) Damage in shipping or while in possession by shipping company, as Purchaser's remedy for any such damage shall be directly from the carrier. (2) Parts and/or accessories or components not obtained from, recommended or approved by the Company. (3) Any incidental or consequential damage arising from the misuse of the product, system, or other equipment or components manufactured or sold by the Company. (4) Equipment and/or components which have been altered, changed, or modified in any way by the purchaser, or subjected to abusive or abnormal use, inadequate maintenance, or subjected to use beyond the Company's recommended capacities and specifications. The sole and exclusive remedy under this warranty for any claim of damage in connection with the sale or furnishing of materials by Company shall be limited to the repair or replacement, without charge for labor or materials, of any parts found upon examination by the Company to have been defective. The remedy shall be conditioned upon receipt of written notice sent to the Company of any alleged defects promptly after discovery thereof within the warranty period and shall not be deemed to have failed of its essential purpose so long as Company is willing to repair or replace any defective parts or materials. Consent for the return of items to Company must be given by an authorized Company representative in writing. Generally, if consent is given in writing for the return of items to Company, such consent will be upon the condition that the Purchaser assumes and prepays all carrier charges. This warranty is exclusive. The Company expressly disclaims any and all other warranties, whether express or implied, including any implied warranty or merchantability or fitness for a specific purpose. No person, including any dealer or representative of the Company, is authorized to make any representations concerning the Company products or systems on behalf of the Company or to assume for the Company any obligations, promises, or

liabilities beyond those contained in this warranty. The Company reserves the right to make design and other changes, modifications or improvements upon its products or systems, without any obligation to install same on any previously sold or delivered products or systems.

LIMITATION OF LIABILITY

- A. It is expressly agreed by the Company and the Purchaser that the Company's liability is limited as stated herein. If the Company is found liable to anyone in any theory (except under any express warranty for which the remedy is set forth in this document) for loss, harm, or damage, the liability of the Company shall be limited to the lesser of the actual loss, harm, or damage, or the original purchase price of the involved equipment, system or service when sold (or when service performed) by the Company to its Purchaser. This liability is exclusive and regardless of origin or cause resulting directly or indirectly to person or property from: (1) The performance or non-performance of any obligation set forth in this warranty. (2) Any agreement, oral or written, including specifications, between the Company and the Purchaser. (3) Negligence, active, passive or otherwise, of the Company or any of its agents, employees, or independent contractors. (4) Breach of any judicially imposed warranty or covenant and, (5) Misrepresentation or strict liability involvement.
- B. The Company's Warranty is exclusive between the Company and the Purchaser. The original Purchaser is the only entity that can make a valid warranty claim against the company. Warranties do not pass to any other person or other legal entity. Purchaser shall indemnify and hold the Company harmless against any and all debts, obligations, costs and damages, including attorneys' fees, rising from any claims or causes of action, whether in law or equity, or arising in contract, tort or otherwise, which may be asserted against the Company by any person or entity not a party to this Agreement, resulting from the subsequent sale by Purchaser or the reinstallation by Purchaser, use, repair, maintenance or decision to purchase the goods and materials described herein, provided, however that this indemnity and hold harmless provision shall not apply to the Company's own acts of willful misconduct in the initial production thereof.

CUSTOMER SUPPORT

The Company acknowledges that the Purchaser may need support in initial assembly or running of equipment, and as such, the Company offers complimentary initial support via email, phone, Skype, or Facetime within the first fourteen (14) days of Purchaser's receipt of equipment. After the initial fourteen (14) days, ongoing remote support can be provided at the rates outlined in the Customer Support document provided separately to the Purchaser, as revised from time to time. Customer Support rates and terms can also be found on www.mobileglassblowingstudios.com/support/customersupport. Published rates and terms are subject to change without notice. On-site support for initial setup, technical issues, and routine servicing such as crucible replacement are also available as detailed on the Customer Support document or the website. Company technicians will field questions regarding the normal recommended use of our equipment as described in the Company's instructions and/or Owner's Manuals. Any issues related to modifications to your equipment or its use outside the recommended parameters cannot be addressed by our technicians. Our technicians are not licensed electricians or plumbers and will not provide support that requires a licensed professional.

ARBITRATION

Any dispute arising under this agreement shall be referred to an individual arbitrator to be selected by the parties. If the parties cannot agree on an arbitrator, each party shall select one arbitrator, and the two arbitrators so selected shall jointly select a third arbitrator. The arbitration of any dispute arising under or in connection with this agreement shall be governed by the rules and procedures of the Georgia Commission on Dispute Resolution.

VENUE AND JURISDICTION

The parties agree that this agreement is subject to the laws of the State of Georgia. The purchaser voluntarily submits to the venue and jurisdiction of the courts of Sumter County Georgia and agrees that the proper and only venue for any legal action taken or filed against the Company, and any action filed by the Company against the Purchaser shall be in the courts of Sumter County, Georgia.