



TERMS & CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

1. Prices include measurements, fabrication, delivery and installation of materials specified unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 8:00 am to 4:30 pm Mon.-Fri.
3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
4. Before **M&G Showers & Mirror** will measure, customer must have prepared a sound, true, level and plumb measurement area.
5. All Material shall be furnished in accordance with industry tolerances of color, variation, thickness, size (+/- 1/8"), texture and performance standards.
6. Slight differences in color and reflectivity may occur with low emissivity (Low E) glass replacements due to variations in float glass suppliers' coating formulae. **M&G Showers & Mirror** cannot specify manufacturers and color differences are thus considered acceptable when installed. |
7. **M&G Showers & Mirror** will not be responsible for any discrepancies in customer provided measurements.
8. If existing obstructions are needed to be removed or customer's structure needs to be modified or corrected for installation, **M&G Showers & Mirror** reserves the right to require customer to modify the work area. If this action results in an installation time increase and/or reschedule, there may be extra charges.
9. For warranty information on your specific product, please visit www.precisionglass.com. **M&G Showers & Mirrors** shall not be responsible for damage to its work by others. **M&G Showers & Mirror** will not be responsible for special, incidental or consequential damages.
10. If **M&G Showers & Mirror** is providing labor to install "customer provided" materials, **M&G Showers & Mirror** is not responsible for any damages to customer's glass or any other materials involved in, surrounding, or in the area of the work being performed. No warranty is extended for "labor only" installations. Should defects or any other condition prevent the use of "customer provided" materials, a service charge of \$150 minimum will be due and payable by customer to compensate for lost time.
11. Any items not specifically listed and priced in the bid proposal are excluded; any changes from this proposal to hardware or materials listed may cause a change in pricing and will be subject to a written Change Order.
12. Signed Change Orders must be received and approved by **M&G Showers & Mirror** and Customer prior to any additional work being performed and it is understood that the Change Order may increase material delivery times and/or prolong work time.
13. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice. Therefore, **M&G Showers & Mirror** shall not be held responsible for

delays caused by suppliers and manufacturers and price concessions are not allowed.

14. If Contractors assert nonpayment due to nonpayment from Owner, **M&G Showers & Mirror** reserves the right to contact said Owner regarding the status of payments on the project.

15. One trip for Field Measurements and one trip for installation per project are included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement. Additional trips required due to openings not being ready and/or unacceptable installation conditions will result in \$150 per trip charge.

16. The following items are excluded unless noted in the scope of work: Final protection and cleaning, glass or mirror breakage by others, testing, engineering, permits, bonds, demolition, temporary enclosures, repairs or modification of existing openings or frames, core drilling for floor closers, and electrical work.

17. Invoices will be provided upon request to customers not on open account.

18. Removal of existing materials may damage materials and/or surfaces during the removal of the said materials or may expose tile/structure issues. **M&G Showers & Mirror** does not assume any responsibility for damages due to or during removal of existing materials. Additional trips required due to these issues will result in \$150 per trip charge.

19. For specialty items and custom orders a deposit up to 50% is required at the time of acceptance and the remaining balance is due before pick-up, delivery, or installation. All special orders from outside vendors may require a larger percentage deposit.

20. All glass and/or mirror products must be inspected at the time of pick up/delivery or installation. **M&G Showers & Mirror** is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.

21. It is the responsibility of the customer to have a suitable vehicle that is prepared to handle the materials to be picked up. During loading, **M&G Showers & Mirror** or its agents will not be held liable for any damages to vehicle, personal items in the vehicle, or any bodily injuries that may occur during loading and transportation.

22. All Freight (Common Carrier) shipments are curb side delivery.

23. On acceptance of the price quoted for the order, Customer agrees to pay up to a 50% deposit for materials and labor, and to pay the remaining balance of the agreement upon completion of the work. The remaining balance will be paid on the completion of work, and will be charged according to the original payment method on file unless other payment arrangement is made by Customer at the time of payment of deposit.

24. Customer agrees that in the event of any action or proceedings brought for the recovery of amounts due for products or merchandise or services obtained from **M&G Showers & Mirror** to pay all costs of collection including but not limited to attorney's or collection agent's fees. The customer further agrees to pay a \$35.00 fee for each returned check.

25. **M&G Showers & Mirror** is not responsible for any existing structural issues that may interfere with the installation and/or lead to unsightly reveals. Any or all structural modifications that may arise before, during, or after the glass installation are explicitly the customer's responsibility.

26. In instances when the glass shower door is to be installed onto decorative glass tiles, **M&G Showers & Mirror** will not be responsible for damage or breakage of tile. In the event of broken glass tiles, the customer would have to repair the affected area, and we can return to do the installation again, which may involve additional charges. When designing your shower, it is recommended to avoid decorative glass tiles in the installation area of shower door attachments.

27. If any dimensions are changed after **M&G Showers & Mirror** measurement is completed and the changes in dimensions lead to inability of installation, there will be additional charges as much as fabrication of all

materials.

28. Once the delivery/installation appointment for your project is confirmed, this time will be reserved. If you are unable to keep this appointment we will need a notification at least one business day in advance.

Otherwise, there may be additional trip charges and further delay due to our scheduling load.

29. **M&G Showers & Mirror** will not hold stock beyond 30 days after purchase date. Customer items must be picked up during this period. We do not accept responsibility for abandoned items. After 30 days, **M&G Showers & Mirror** will discard all remaining items, and no refunds will be issued.

30. **M&G Showers & Mirror** reserves the right, in its sole discretion, to add, remove, modify or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. No modifications are to be made by redlining, initialing, or changes in the writings, except as otherwise expressly contemplated herein, changes will be effective when approved and signed by authorized representatives at Precision Glass. Your continued use of a M&G Showers & Mirror site following the posting of any changes to these Terms and Conditions will mean you accept those changes.