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Calvin & Company Inc
                                                                                                                Quote:
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                                                           To:
                                   48230 West Road,
                                   P.O. Box 930439
                                                           Attn:
                                                                                                                          10/27/2022
                                                                   Bob Burgess
                                                                                                                Date:
                                   Wixom, MI, 48393
                                                           Prepared by:
                                                                               Andy Bulinda 248-826-9555
                                                                                                               Page:
                                                                                                                             1 of 2
                                   800-521-2200 Phone
                                                           Cust. contact info:
                                   800-771-6988 Fax
            Raymond James - Grand Blanc
Proiect:
Glass & Metal Craft proposes to furnish the following:
Glass: 1/2" clear tempered (exposed edges flat polished)
Hardware: Rockwood / Glass Solutions (unless noted otherwise)
Hardware finish: Black suede powder coat (unless noted otherwise)
All systems to use the following hardware
doors
4-1/2" x 1-3/4" header with OHCC
top and bottom tapered 2-3/4" door rails
floor pivot
bottom rail lock
Rockwood RM3301 back to back ladder handle @ 72"
Rockwood 446 floor stop
sidelites
4-1/2" x 1-3/4" header
Top and bottom 2-3/4" tapered slidelite rails
1-5/8" x 1-5/8" channel at all jambs
Included openings
(1x) @ 354" x 107" - doors 101 & 102
   (2x) doors @ 36" x 107"
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   Sidelite panels totaling 282" x 107"
(1x) @ 392" x 107" - doors 103, 104, & 105
   (3x) doors @ 36" x 107"
   Sidelite panels totaling 284" x 107"
(1x) @ 298" x 107" - doors 106 & 107
   (2x) doors @ 36" x 107"
   Sidelite panels totaling 226" x 107"
(1x) @ 256" x 107" - doors 108 & 109
  (2x) doors @ 36" x 107"
   Sidelite panels totaling 184" x 107"
(1x) @ 244" x 107" - doors 110 & 111
   (2x) doors @ 36" x 107"
•
   Sidelite panels totaling 172" x 107"
(1x) @ 172" x 107" - door 112
   (1x) door @ 36" x 107"
   Sidelite panels totaling 136" x 107"
(1x) @ 134" x 107" - door 113
   (1x) door @ 36" x 107"
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   Sidelite panels totaling 98" x 107"
(1x) @ 210" x 107" - door 114
   (1x) door @ 36" x 107"
   Sidelite panels totaling 174" x 107"
(1x) @ 66" x 107" - door 115
   (1x) door @ 36" x 107"
   Sidelite panels totaling 30" x 107"
(1x) @ 58" x 107" - door 121
   (1x) door @ 36" x 107"
   Sidelite panels totaling 22" x 107"
(1x) @ 66" x 107" - door 129
  (2x) door @ 33" x 107"
(6x) @ 16" x 107" - return panels
   Sidelite panels totaling 96" x 107"
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Bit Schwarz P.O. Box 930439 Attn: Bob Burgess Date: 10/27/2022 Wixom, MI, 48393 Wixom, MI, 48393 Prepared by: Andy Bulinda 248-826-9555 Page: 2 of 2		Wixom MI 48393	To: Calvin & Company Inc		Quote:	QE17178
	(G) GLASST METAL CRAFT		Attn: Bob Burgess		Date:	10/27/2022
			Prepa	red by:	Andy Bulinda 248-826-9555	Page:
800-771-6988 Fax Cust. contact info:			Cust. contact info:			

Project: Raymond James - Grand Blanc

- Estimated Lead times: Standard order approval drawings = 1-2 weeks (note: includes elevations only)
 - Material = 5 7 weeks upon receiving signed/returned approval drawings with verified field sizes.
- Lead times may vary at time of release based on G&MC production schedules and hardware availability.
- Quote is based on take-off, and/or alternates to specifications as specifically detailed in G&MC proposal. •
- Quote is valid for 60 days and includes only materials and sizes specifically detailed above.
- Price is subject to review upon receipt of final quantity, sizes and detail.
- Price will increase 3% quarterly if product is not shipped within (6) months of receipt of letter of intent and/or purchase order. Price is based on full release. Partial releases, split shipments, jobsite deliveries are subject to review for additional costs. •
- Quote does not include detailed shop drawing set, engineering analysis fees, glass submittal samples, hardware finish submittal samples, any applicable taxes, fasteners, setting blocks, silicone, any structural support materials, or any items not specifically noted above.
- All vertical glass joints at fixed panels are assumed to be continuously siliconed in field by others to comply with IBC code 2403.4. G&MC Terms & Conditions are applicable and, in the event they have not been provided, are available at www.glassandmirrorcraft.com. G&MC warranties are from date of manufacture, based on project and product. Extended warranties may be available.

Total Price: \$89,671 Price includes all surcharges.

Add \$961 per door leaf to include a Schlage M490P mag lock (clear anodized finish) - Card readers, motion sensors, power supplies, and wiring by others.

Please contact us with any questions or concerns. Thank you for considering Glass & Metal Craft for your project.

GLASS & MIRROR CRAFT, LLC GENERAL TERMS AND CONDITIONS OF SALE

1. The Agreement. All sales by Glass & Mirror Craft, LLC ("Seller") to the buyer identified on the face of this invoice ("Buyer") shall be governed by the following terms and conditions of sale. The Agreement between Seller and Buyer with respect to the sale of fabricated glass and metal described on the face of this invoice (the "Goods") shall consist only of the terms appearing herein, and in Seller's quote or proposal and any attachments, exhibits or supplements (collectively, the "Contract"), together with any terms mutually agreed to in writing hereafter by Seller and Buyer. Buyer's issuance of a purchase order constitutes its acknowledgment that Seller's quote is the first document exchanged, containing the essential elements of, and therefore constitutes an offer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller. Seller agrees to furnish only the quantity and type of goods described in the Order Confirmation or Quotation, which may vary from project plans, specifications and/or Buyer's purchase order(s). Seller shall not be obligated to make any changes or additions to the goods supplied by Seller, including those produced to meat an exact specification, will be subject to tolerances and variations consistent with usage of trade, regular Seller's manufacturing practices or practical testing and inspection methods. The Contract shall be for the benefit of Seller and not or detract from the Contract, shall not be binding on Seller. This Contract constitutes the entire agreement between Buyer and Seller. No affirmation, representation or warranty concerning the Goods made by an agent, salesperson, employee or represitative of Seller shall be binding on seller unless the affirmation, representation or warranty concerning the Goods made by an agent, salesperson, employee or the protisions hereof.

2. <u>No Implied Acceptance</u>. No action by Seller, such as delivery of Goods or the rendering of services, will be deemed an acceptance by Seller of any order from Buyer with terms different or additional than those contained in this Contract.

3. Terms of Payment. Payments for certain specialty or custom goods may require a deposit or full payment as determined by the Seller. Otherwise, payments are due from Buyer on the thirtieth (30th) day after the date of Seller's invoice. Payments shall be made to Seller at the address specified in the invoice, without any offset or deduction for any reason, including retainage. Buyer waives all rights of offset and deduction. Buyer's payment obligations shall not be conditioned on Buyer's receipt of payment from any third party. Pro rata payments shall become due as shipments are made. If any shipment is delayed by Seller at the request of Buyer, payment shall become due based on the date when Seller is prepared to make shipment, and Seller may invoice based on such date. If any shipment is delayed by Seller at the request of Buyer, after a seven day grace period, such shipment shall be subject to storage charges at a rate of \$500.00 per crate per month, with any partial month treated as a full month. These charges are subject to same payment terms as original order. If after the ninetieth (90th) day, including the seven day grace period, shipment sill hasn't occurred, Seller will make arrangements with Buyer to ship goods to off-site facility at Buyer's cost and direction, at which point Buyer will have taken possession and ownership of goods and be responsible for any further shipments. Under no circumstance shall seller be liable for any costs, fees, damages or loss to goods or materials stored pursuant to this section. Seller section say liability for, or damage resulting from, the storage of finished goods or materials stored hereunder in any manner contrary to industry standards or specific storage requirements identified by Seller in any product documentation. Prices are F.O.B. Seller's shipping point unless otherwise stated in the Contract. When any payment is not paid on or before its due date. Buyer agrees to pay a late charge on the unpaid balance, and any costs of collection incurred by Seller, incl

4. <u>Delivery</u>. Delivery dates are estimates and are not guaranteed, and all shipments are subject to Seller's availability of Goods. Seller shall not be responsible for claims for error in quantity, weight or number not made in writing within ten (10) days after Buyer's receipt of Goods. Seller will not be liable for any delay in performance of this Contract or delivery of Goods when the delay is caused directly or indirectly by fire, flood, accident, riot, acts of God, war, governmental interference, strikes or other labor difficulties, shortage of labor, fuel, power, materials or supplies (including, without limitation, the failure of Seller to receive Goods from its supplier asserting a force majeure claim), transportation delays, or any other cause or causes whatsoever beyond its control. Each installment of Goods to be delivered under this Contract is to be considered as a separate sale and Buyer shall be liable to pay the agreed price for each such installment without regard to any failure to deliver other installments, and Seller's breach or default in the delivery of any Goods shall not give Buyer the right to refuse any other installments.

5. <u>Termination or Modification</u>. This Contract may be modified or terminated only upon Seller's written consent. If all or part of this Contract is terminated, Buyer, in the absence of contrary written agreement with Seller, shall pay termination charges based upon expenses and costs incurred in the production of the Goods to the date such termination is accepted by Seller plus a reasonable profit, except that any Goods completed on or before Seller's acceptance of such termination shall be accepted and paid in full by Buyer.

6. <u>Shipment; Risk of Loss</u>. Seller's sole obligation with respect to delivery shall be to place the Goods in the possession of a carrier, make appropriate arrangement for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the Goods. Buyer shall be responsible for all other aspects of shipment and delivery, including, without limitation, the obligation to obtain and maintain all appropriate insurance and pay all transportation costs. Buyer shall also pay all loading, unloading, and other charges incidental to transportation. Seller will attempt to follow Buyer's shipping instructions, but may make reasonable changes thereto. Buyer assumes all risk of loss of Goods delivered by Seller to the carrier.

7. Inspection. Buyer shall inspect the goods upon receipt and notify Seller in writing of any claims that the goods are non-conforming within ten (10) days after delivery. Seller shall be allowed reasonable opportunity to inspect the goods, and cure any claim of alleged non-conformity, including reasonable access to the goods whether on Buyer's premises, at a storage facility or on the job site. No goods may be returned to Seller without prior written consent.

8. <u>Limited Warranty</u>. Seller provides a limited warranty for goods shipped pursuant to an order. Seller's warranty terms are set forth in a separate warranty certificate available upon request. Seller's warranty will be void if full payment for the goods is not received within the agreed upon terms of sale. Any verbal representations intended to modify any existing warranty shall be invalid and unenforceable against Seller.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS OR ANY PART OF COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. Seller's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the Goods or the Contract between Seller and Buyer, will in no case exceed the price allocable to the specific Good that gives rise to the claim. The remedies contained in this Warranty constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under this Contract, whether of warranty or otherwise. In no event shall Seller be liable for incidental, consequential, or special damages, including, without limitation, lost revenues, profits, or recall expenses. No variation or change from this Warranty will be binding upon Seller unless made in writing and signed by an officer of Seller.

9. Indemnification. Buyer shall indemnify Seller against, and hold Seller harmless from, any and all claims and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the Goods, including, but not limited to, the selection, delivery, possession, use, or operation by Buyer of the Goods.

10. Taxes. Sales, use, occupation, excise and other taxes upon the production, sale or use of the Goods are not included in the price and such taxes or any costs in connection therewith, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer.

11. Governing Law. The terms and conditions of this Contract shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or in any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any action for breach of this Contract, including any breach of warranty, must be commenced within one (1) year after the cause of action has accrued.

12. <u>Assignment and Delegation</u>. No right or interest in this Contract shall be delegated or assigned by Buyer without the written permission of Seller. Any attempt at assignment or delegation shall be void unless made in conformity with this paragraph.

13. <u>Entire Agreement</u>. Seller's Quotation, these Terms of Sale, Seller's Order Confirmation, Limited Warranty and any supplemental documents annexed herto by Seller, contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces, supersedes, any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to such subject matter.