

Terms and Conditions

Effective 01/01/2025

Sole and Complete Agreement

The Contract, consisting of the confirmed order, these Terms and Conditions, and the applicable warranties, constitutes the sole and complete agreement between Buyer (sometimes referred to as You) and CLEARVEU (Seller). The Terms and Conditions set forth herein supersede all previous representations, specifications, terms, or other documents issued by Seller or its employees or agents, either written or oral, and any order or other documents issued by Buyer either before or after this Contract. Further, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Contract.

No Right of Cancellation

Buyer agrees that the product listed in the Estimate is correct and final as to quantities and specifications, including but not limited to frame size, clad color, glass type, grill type, profile, alignment, lite pattern, and other specifications as set forth by the Buyer. Please review your estimate carefully because once You make payment for the items in your estimate there is no right of cancellation, and You shall not be entitled to any refund of the purchase price.

Arbitration and Class Action Waiver

As used in this Arbitration Agreement, the terms listed below shall have the following meanings with such definitions applicable to both the singular and plural use of the terms.

“You” and **“Your”** shall mean any purchaser of CLEARVEU Product, including multiple

purchasers such as spouses, and anyone taking ownership or other interest in the CLEARVEU Product.

“**CLEARVEU**” shall mean Plastixal Windows LLC.

“**Disputes**”, with the exception of disputes relating to the enforcement or validity of any intellectual property rights, shall mean all disputes arising out of or relating to Your CLEARVEU Product, including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of Your CLEARVEU Product.

“**CLEARVEU Goods**” shall mean all CLEARVEU or CLEARVEU branded product or both acquired by You on or after January 01, 2025.

“**CLEARVEU Services**” shall mean all services provided to You or previous owner by CLEARVEU or a CLEARVEU Branded Distributor, including, but not limited to, the

installation and servicing of Your CLEARVEU Goods, on or after January 01, 2025.

“**CLEARVEU Product**” shall mean “CLEARVEU Services” or “CLEARVEU Goods” or both where applicable.

“**CLEARVEU Branded Distributor**” shall mean, where applicable, the dedicated and CLEARVEU branded distributor that sold and/or provides service for Your CLEARVEU Product.

“**Class Action**” shall mean any legal proceeding, including a lawsuit or arbitration, in which one or more persons prosecute one or more claims on behalf of a larger group of persons.

“**FAA**” shall mean the Federal Arbitration Act.

“**TAA**” shall mean the Texas Arbitration Association

“**Arbitration**” or “**Arbitrate**” shall mean a final and binding dispute resolution process.

For arbitrations commenced in the United States, the dispute resolution process shall be administered by the FAA pursuant to the terms of this Arbitration Agreement and the Federal Arbitration Act. For arbitrations commenced in the state of Texas, the dispute resolution process shall be administered by the TAA under the The Federal Arbitration Act rules and subject to the laws of the applicable province.

YOU and CLEARVEU and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR CLEARVEU PRODUCT AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. In addition, if Your CLEARVEU Product were purchased directly or indirectly from a CLEARVEU Branded Distributor, You and the CLEARVEU Branded Distributor agree to Arbitrate Disputes and waive the right to have a court or jury decide Disputes. By

agreeing to resolve Disputes pursuant to this Arbitration Agreement, **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR CLEARVEU PRODUCT.** You also waive all rights to arbitrate or litigate Disputes brought in a purported representative capacity or other consolidated basis on behalf of the following: the general public (such as a private attorney general), other homeowners, building owners or purchasers of CLEARVEU Product, or other persons similarly situated. The prohibition on proceeding as a member or representative in a Class Action shall apply notwithstanding any rules now or in the future to the contrary promulgated by the FAA or TAA. This Arbitration Agreement

does not preclude You from filing and pursuing Disputes in small claims court in Your state, municipality or province, so long as Your Disputes are pending with respect to Your claims only in that court and only on Your behalf. You may opt out of this Arbitration Agreement by providing notice to CLEARVEU no later than ninety (90) calendar days from the date You purchased or otherwise took ownership or other interest in Your CLEARVEU Goods. To opt out, You must send notice by email sales@clearveu.com, with the subject line: "Arbitration Opt-Out" or by calling 469.215.6869. Please provide to the best of Your ability in Your opt-out email or phone message the following information: (1) Your name and address; (2) the date on which You purchased or took ownership of Your CLEARVEU Goods; and (3) from whom the CLEARVEU Goods were purchased. These two specified ways for giving notice are the

only effective ways for You to opt out of this Arbitration Agreement. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your CLEARVEU Product. If You are dissatisfied with our product or service, or otherwise have questions or concerns regarding Your CLEARVEU Product, please contact CLEARVEU Customer Service by calling 469.215.6869 or by mail at sales@clearveu.com, Customer Service Department, 13240 State Highway 198 Payne Springs TX75156. If CLEARVEU Customer Service is unable to resolve Your concerns, as part of Your agreement to Arbitrate on an individual basis, we provide You, at Your option, a free facilitation program. As part of the facilitation program, we will assign someone within CLEARVEU who is not directly involved in the matter to attempt to facilitate a voluntary resolution

between You and CLEARVEU. This facilitation program is entirely voluntary and You are not required to participate in order to initiate an Arbitration. Any Arbitration between us shall be commenced with and administered by the FAA (or the TAA where applicable) according to its FAA Commercial Arbitration Rules, including, where applicable, its Consumer Arbitration Rules in effect at the time You purchased or took ownership of Your CLEARVEU Product, as modified by this Arbitration Agreement. With the exception of the prohibition on Class Arbitration, the arbitrator shall have the authority to determine the validity and scope of this Arbitration Agreement, including challenges to its enforcement. As part of the Arbitration process, You agree to allow CLEARVEU to inspect Your CLEARVEU Product and the premises in which Your CLEARVEU Product were installed. This Arbitration

Agreement shall be governed by the Federal Arbitration Act, or where appropriate, applicable law. If the Class Action waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be null and void. In all other respects it shall remain in full force and effect notwithstanding the invalidation or un-enforceability of a term or provision.

Seller's Warranty

CLEARVEU product is covered only by CLEARVEU's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this Contract. For complete information regarding the finishing, maintenance, service, and warranty of all CLEARVEU product, visit the CLEARVEU website at www.clearveu.com. Please take special note of the two important notice sections contained in

CLEARVEU's limited warranties regarding the installation of CLEARVEU product and proper management of moisture within the wall system. Seller will not be liable for any warranty made by any other party which creates obligations in addition to, or inconsistent with CLEARVEU's limited warranties.

Warranty Disclaimer

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Waiver of Consequential Damages

IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF SELLER UNDER SELLER'S LIMITED WARRANTY)

SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE SALE OF ANY CLEARVEU PRODUCT.

Pricing and Product Descriptions

All descriptions, images, references, content, specifications, product, and prices of product described or depicted on Seller's website are subject to change at any time without notice. The inclusion of any product on Seller's website at a particular time does not guarantee that such product will be available.

Color, Grain or Texture Variation

Buyer accepts and understands that color matching to a sample or specific manufacturer's specification will be done by Seller according to Seller's processes and specifications. Moreover, wood is a product

of nature, and nature controls the uniformity in grain pattern, color, and texture. A board and/or veneer will exhibit significant variations in color and texture from one end to the other. These natural characteristics are the beauty of the wood. Because of such, variations will be apparent in both stain color from one piece to piece and even within a particular piece. Buyer accepts, and CLEARVEU makes no warranty as to minor imperfections in the product or glass, minor variations in glass color, or variations in wood grain, color, texture or natural characteristics. Buyer also accepts that actual finishes on Seller's interiors will differ from paint/stain samples. In some instances, there may be color variations between aluminum trim and the aluminum cladding on the window or door itself. Any repainting/re-staining required due to Buyer's displeasure with the finish selection is the responsibility of Buyer.

Buyer's agreement to purchase signifies understanding and acceptance of this along with understanding and agreement that Seller will not remedy any of Buyer's displeasure with pre-stained or pre-painted windows or doors.

Payment Terms and Credit Card

Buyer's order must be paid in full prior to delivery. Seller is not responsible for any disputes between Buyer and any approved third-party payment processor. If Buyer pays with credit card, Buyer represents and warrants that (a) the credit card information Buyer supplies is true, correct, and complete; (b) Buyer is duly authorized to use such credit card for the purchase; (c) charges incurred by Buyer will be honored by Buyer's credit card company; and (d) Buyer will pay charges incurred by Buyer at the posted prices, including shipping and handling charges and all applicable taxes.

Risk of Loss

The risk of ownership passes from Seller to Buyer once (a) product is delivered to Buyer; or (b) Buyer takes possession of product at the designated pickup location.

Product Lead Times

Buyer understands that expected lead times are estimates of when Buyer can take possession of product.

Product Delivery

Seller is not liable for any delays in delivery of product to You. Shipping and delivery dates are estimates only and cannot be guaranteed. Buyer shall be present at the time of delivery. If Buyer is not present at the time of delivery, Buyer may be subject

to additional delivery and handling charges. Buyer shall remove all impediments to a safe delivery, including snow, ice, and/or any other obstacles. Seller will deliver the product to end of Buyer's driveway or other suitable location chosen at the discretion of Seller. Buyer is responsible for moving the product from the drop off location to a suitable storage location. If Buyer does not respond to requests to schedule delivery of the product, Seller reserves the right to charge a storage fee for the product.

Product Pick Up

Buyer must pick up all product designated for pickup within fourteen (14) days of being notified that the product is available for pickup. If Buyer does not pick up the product within fourteen (14) days, Seller reserves the right to charge a storage fee for the product. Buyer must bring suitable vehicle for transporting the product. Neither

Seller nor its agents present at the designated pickup location are responsible for loading the product into Buyer's vehicle. Seller is not responsible for any damage to Buyer's vehicle.

Product Disposal

Seller may dispose of Buyer's product without refund to Buyer in the event Buyer fails to take possession of the product within 90 days of receiving notice of the product's availability for pickup or delivery.

Inspection

Buyer must conduct an initial visual inspection of the product within ten (10) days of receipt of the product. After this initial inspection, Buyer shall promptly report any damage or wrong or missing product to Seller at sales@clearveu.com.

Installation

Buyer is responsible for installing all product accordance with current CLEARVEU installation details and procedures. CLEARVEU makes no warranty as to Installation inconsistent with CLEARVEU installation instructions. Detailed installation instructions are available upon request. If glazing is performed by anyone but Seller, Seller shall not be responsible for damage resulting from glazing work. Seller may negotiate and assign a third party to install the CLEARVEU products. In this situations Seller will not be held liable in any way or another more will Seller warranty the workmanship of the third party. However Seller will take responsibility to inspect and supervise the installation to the best of its ability with the intension to protect the Buyers interest.

Compliance with Building Codes and Permits

Buyer is responsible for compliance with all applicable building codes and obtaining all required permits. Seller will provide all necessary documentation to the Buyer regarding the CLEARVEU product that may be required.

Product Not for Resale or Export

Buyer represents and warrants that Buyer is purchasing product from Seller for Buyer's own personal or household use only and not for resale or export. Buyer further represents and warrants that all purchases are intended for final delivery to locations within the United States.

Privacy

As set forth in the website's Terms of Use, CLEARVEU may collect Buyer's personal

information. For more information, visit www.CLEARVEU.com.

Texas Law

This Contract will be construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Texas. This Contract is subject to the Arbitration and Class Action Waiver in these Terms and Conditions.

Severability

Any of the provisions herein that are deemed unenforceable shall not negate the enforceability of any other provision.

PRODUCT PERFORMANCE INFORMATION

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are tested and certified by IFT Rosenheim and independent laboratory approved by National Fenestration Rating Council NFRC. For CLEARVEU products labeled as having Low-E insulating glass with argon, CLEARVEU injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. CLEARVEU makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.