



## Terms & Conditions

**Installations and Repairs** Our objective here at ICU Mirror & Glass, Inc. is to design and install your unit with a “tight as possible of measurement” installation. Due to circumstances out of our control, glass cannot conform to bellies, bows and uneven tile or poor workmanship performed by tile contractors. ICU Mirror & Glass, Inc. will not be responsible for any structural integrity of the wall or any other mounting surface. ICU Mirror & Glass, Inc. will not assume any responsibility for cracked surface material due to installation or removal of existing enclosures. All units require hole drilling in tile, marble, granite and in some cases notching of bull nose or decorative border tiles. On occasion we need to drill into cast iron or fiberglass tubs to safely secure the unit. With glass tiles ICU Mirror & Glass, Inc. may recommend drilling through grout lines only to secure enclosure. Glass tiles as well as porcelain and ceramic will on occasion crack while drilling. ICU Mirror & Glass, Inc. will not be held responsible to repair or replace any tiles that break due to normal drilling. Any tile or surface damage that may result in the removal of an existing unit or upon an installation of a new unit is to be corrected by the purchaser at his/her expense. Shower bases/tubs with an incorrect pitch can cause water damage. Incorrect pitched sills may drain water onto the outside floor. A threshold can be provided by and installed by ICU Mirror & Glass, Inc. under any door where the curb is pitched wrong or off level towards the outside of the enclosure for an additional charge of \$35.00. If purchaser refuses a threshold recommended by ICU Mirror & Glass, Inc. upon the initial installation, ICU Mirror & Glass, Inc. will charge a service fee at a minimum of \$125.00 to go back and install one after the initial installation has occurred. Opening door outward can cause water to drain down on bathroom floor. Correctly built stalls following quality construction will eliminate most of the above problems. Although the doors and enclosures are manufactured to fit given sizes, there may be steam or water leakage, especially in a direct spray situation. The purchaser is to take into consideration the positioning and aim of the showerhead(s), water pressure, body sprays and any detachable shower sprayers. Please keep in mind a frameless shower is made to deflect water, not retain it. All glass will be centered on curb or tub, unless otherwise specified in writing by ICU Mirror & Glass, Inc. or purchaser. Glass hinged doors swing in and out unless layout of opening dictates otherwise. ICU Mirror & Glass, Inc. will assume no liability due to unforeseen conditions such as drilling into pipes that are hidden behind walls where drilling is necessary. ICU Mirror & Glass, Inc. requests that the contractor or homeowner notifies ICU Mirror & Glass, Inc. prior to drilling if a pipe is in the area where a hole is needed. ICU Mirror & Glass, Inc. will redesign and work around a pipe if notified prior to design and installation. Any special costs for fabrication and transporting glass where we do not have accessibility to, stairs or an elevator will be at purchaser’s expense. (Example: Lift).

All of our shower doors and enclosures are custom made in the factory specifically for your opening(s) specifications. Once you sign off on the design and sizes to process your order, no alterations can be made since the sizes get sent directly to the factory to be custom made to provide our clients with the quickest turnaround available.

Mitered glass doors mounted or up close to a wall that is has an angle can sometimes only be opened one way depending on the layout of the opening. All handles, hooks and towel bars will be installed at our standard height unless otherwise instructed by purchaser and put in writing on proposal or invoice. Towel bars and hooks are optional and will be at purchaser’s request and must appear on the signed proposal or invoice. Doors located in center area in most cases are recommended to be installed with a header. Units without a header may appear flimsy and can create movement or (FLEX) while opening and closing door. Notching of decorative protruding tiles or structures may be done by our installers and ICU Mirror & Glass, Inc. will not be held responsible for any leaking, damage, breakage or flaws due to the process. ICU Mirror & Glass, Inc. will not be responsible for any structural changes after final measurements have been taken. All additional manufacturing and material costs due to alterations will be charged to the purchaser. All defects in the glass and hardware such as scratches, chips, etc., must be acknowledged within 24 hours of installation and purchaser must email all photos of said defects to ICU Mirror & Glass, Inc. Small hair like scratches are common, as well as “dot like” spots embedded within the glass. You, the purchaser acknowledge that these flaws may be visible at any time, especially when there is a window inside the shower or room.

**Glass** Glass is a manmade product. Every piece of glass contains various types of flaws or blemishes, which could be visible to the naked eye. Even the best glass available in the market may contain minor defects. The federal government mandates that no defects should be visible in the glass when it is viewed vertically or horizontally from a distance of 11 feet away under normal lighting conditions. All of our glass meets or exceeds these standards set forth by the federal government. The remaking of any glass due to normal blemishes will be based solely at the discretion of ICU Mirror & Glass, Inc. and based on using industry standard tolerance levels. Warping of glass is common and may occur during the tempering process. This will remain within accepted tempering association’s guidelines. Specifications are only available upon request from purchaser. The glass manufacturing industry and ICU Mirror & Glass, Inc. have an accepted cutting tolerance level so all glass sizes can vary plus (+) or minus (-) up to 1/8”. If your glass is within these tolerance levels ICU Mirror & Glass, Inc. will not be responsible for any remakes of new glass whatsoever. Gaps around door perimeters may vary from 1/16” to 3/8”. Vinyl seals are available for an additional charge based on the specific vinyl needed. After time the vinyl seals may discolor or deteriorate. These seals are considered a “Wear and Tear” item and will not be replaced by ICU Mirror & Glass, Inc. unless paid for by purchaser. If the purchaser wants ICU Mirror & Glass, Inc. to deliver and install such seal (s), the purchaser will also be responsible to pay a minimum service fee of \$125.00. All glass has a greenish hue or tint due to the iron content in the glass. This greenish hue can vary due to the size and thickness of the glass. Low iron glass has a lesser greenish hue and can also vary due to the size and thickness of the glass. Shower enclosure glass is required to be tempered. All of our tempered glass is inspected and certified by the (SGCC) Safety Glazing Certification

Counsel to ensure the best quality tempered glass in the industry. Temper logos may appear in any corner of the glass. If the purchaser does not want tempering logo's they must notify ICU Mirror & Glass, Inc. in writing prior to the fabrication of the glass

**Removals** If ICU Mirror & Glass, Inc. must remove an existing enclosure, ICU Mirror & Glass, Inc. will not be held liable for any damage to walls, tiles, furniture or any other items in the bathroom while removing the enclosure. ICU Mirror & Glass, Inc. will attempt to cover existing holes that were hidden behind the old existing framed enclosure. Due to conditions & configurations, as well as thickness differences from the larger framed metal enclosures to the thinner frameless glass enclosures, ICU Mirror & Glass, Inc. will not be responsible or be expected to cover or fill these holes that were originally drilled to support an existing unit removed. After removing any existing framed enclosures, you may see discoloration or stains on tile, marble, granite, etc. which are common. ICU Mirror & Glass, Inc. will not be responsible to remove any such stains after removal. ICU Mirror & Glass, Inc. will dispose of the old enclosure at purchaser's request at the time of removal.

**Cancellations or Refunds** All the glass, mirrors, shower doors and enclosures provided by ICU Mirror & Glass, Inc. is unique and custom made for each clients specific opening/s and cannot be used in any other opening. If the purchaser wants to reschedule a prescheduled installation or repair, they must contact ICU Mirror & Glass, Inc. via phone or email 24 hours prior to their scheduled appointment or a possible \$45.00 rescheduling fee will apply. If ICU Mirror & Glass, Inc. arrives to a pre-scheduled appointment and the purchaser or representative fails to appear at the scheduled time, the purchaser will be charged \$125.00 for rescheduling. If the purchaser wants to cancel their custom order, they must call and send an email to their assigned sales representative (within 24 hours) of purchase. All refunds will be issued by check only. Once the glass is cut there are NO CANCELLATIONS or REFUNDS and the purchaser is obligated to receive their custom shower door/enclosure.

**Limitation of Liability** Our liability to buyer, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by buyer and under no circumstances shall we be liable for special, indirect or consequential damages. The price stated for the goods is consideration for limiting seller's liability. No action, regardless of form, arising out of the transaction between seller and buyer may be brought by buyer after the date of goods received. Without limitation of the foregoing, in no event will we be responsible or liable for (a) penalties or penalty clauses of any description, or (b) indemnification of buyer or others for costs, damages or expenses arising out of or related to the goods.

- Any and all causes of action relating to the relationship between ICU Mirror & Glass, Inc. and the customers shall be brought in a court of competent jurisdiction in Broward County, Florida.
- All orders, since each unit is custom made, are final, subject only to the exceptions stated herein.
- ICU Mirror & Glass, Inc. is not liable, nor will it refund any funds, for the condition or suitability for the unit to be placed in the customer's home or building.
- ICU Mirror & Glass, Inc. will not assume financial responsibility for construction delays for any reason.
- ICU Mirror & Glass, Inc. is not responsible for losses or damages to others caused by risks that are beyond the reasonable control of ICU Mirror & Glass, Inc., and not as a result of ICU Mirror & Glass, Inc. negligence.
- Should ICU Mirror & Glass, Inc. be required to retain the services of an attorney relating to any transaction with a customer, ICU Mirror & Glass, Inc. shall be entitled to reasonable attorney(s) fees, court costs, and other expenses incurred by ICU Mirror & Glass, Inc., whether or not suit is filed.
- The terms of this agreement shall be interpreted and construed pursuant to Florida Law.
- If you have a claim against ICU Mirror & Glass, Inc., you must provide written notice to ICU Mirror & Glass, Inc. and allow ICU Mirror & Glass, Inc. to have ninety (90) days to cure any alleged monetary or non-monetary breaches prior to having the ability to file a lawsuit.

**Warranties and Maintenance** All warranty claims are subject to inspection by ICU Mirror & Glass, Inc. provides a 1-year warranty on its hardware and labor excluding brass finish. If any hardware fails or discolors within one year of the initial installation or receipt of goods, it will be replaced at no charge to the purchaser. If any hardware fails or discolors after a period of one year of the initial installation, there will be no charge for the hardware however the purchaser will pay a service charge at a minimum of \$125.00 depending on the length of time to repair and the location of the jobsite. Hard coat finishes on hardware may vary from selections due to materials used. Hardware is made of brass and headers are made of steel and aluminum. Finishes may vary from time to time or have a different shade due to the use of different materials used per application. This is to be expected and not covered under warranty. Never use an abrasive cleaner such as (Comet or similar) on our hardware. Many of the components are coated with clear lacquer that will be damaged if subjected to harsh, abrasive chemicals. Drying the hardware with a clean soft towel daily is the best way to maintain it. If mineral deposits form on the hardware, mix a couple of drops of liquid soap (such as Ivory or similar) into a cup of warm water. Clean the hardware using a soft nonabrasive cloth, rinse thoroughly with clean warm water and dry. Due to the inherent nature of brass, ICU Mirror & Glass, Inc. **does not warranty** any polished brass finishes. Hinges are greased at the factory for a quiet trouble-free operation. If squeaking occurs after installation, we suggest using a small amount of 3 and 1 oil. **Do not use** any lubricating sprays such as (WD-40). If any hardware or glass becomes loose or needs adjustment within one year of the installation by ICU Mirror & Glass, Inc. we will repair it at no charge to the purchaser. After one year the purchaser will agree to pay a minimum service charge of \$125.00 depending on the length of time to repair and the location of the jobsite.

ICU Mirror & Glass, Inc. warranties leaks on its installations around fixed glass panels only for a period of 1 year. If a leak occurs after a period of 1 year, the purchaser will be subject to a minimum service fee of \$125.00. ICU Mirror & Glass, Inc. is not responsible for any mold growing on silicone caulk or tile. Mold can occur from unclean areas or stagnant water.