KILN-FIRED FUSED GLASS COUNTERTOP

TECHNICAL MANUAL

KILN-FIRED FUSED GLASS TECHNICAL DATA

Symbol	Test Performed	Test Standard	Results	Note
Physical Properties				
	Absorption	ASTM C 97		Low absorption contributes to stain resistance and sanitation of kiln-fired fused glass.
	Bulk Density	ASTM C 97		
	Flexural Strength	ASTM C 880		Kiln-fired fused glass is stronger than most natural stones.
	Thermal Expansion	ASTM CE 228		Kiln-fired fused glass requires only small clearances for thermal movement.
Durability				
	Abrasion Resistance	ASTM C 501		Kiln-fired fused glass resists wear and abrasion
	Mohs Hardness	ADIN EN 101		Kiln-fired fused glass can only be scratched by materials as hard as corundum (9), or diamond (10).
	Stain Resistance	ANSI Z 124.6		
Stain and Chemical Resistance and Cleanability				
	Wear and cleanability	ANSI Z 124.6		Kiln-fired fused glass can be easily cleaned with warm water and a mild detergent.
	Resistance to Fungal Growth	ASTM G 21		Kiln-fired fused glass is nonporous, and as such, resists the growth of fungus and bacteria.

KILN-FIRED FUSED GLASS SURFACING

Product Identification

Kiln-fired fused glass surface

Distributor

Andrew Pearson Inc.
1 Andrew Pearson Drive
Mount Airy, North Carolina 27030
USA
www.andrewpearsonglass.com
sales@andrewpearson.us
Telephone: 336 786 1880
Facsimile: 336 786 1810

Composition and Materials

Kiln-fired fused glass surfacing is non-porous homogeneous natural glass.

Applications

Andrew Pearson Kiln-fired fused glass is manufactured into large slabs measuring 120" x 55" (305cm x 140cm) with thickness of 1.175" (3 cm).

Kiln-fired-fused glass applications include: kitchen countertops, bathroom vanity tops, writing desks, table tops, partition walls, shower walls, shower trays, wall cladding; the possibilities are limited only by imagination.

Limitations

The use of hot pads or trivets, and cutting boards is always recommended with Andrew Pearson kiln-fired fused glass surfaces.

Slab Sizes and Thickness

Andrew Pearson kiln-fired fused glass is manufactured in slabs measuring 120" x 55" (3048 mm x 1400 mm), in thickness of 1.175" (30 mm).

Colors

Weight

Andrew Pearson kiln-fired fused glass slabs weigh approximately 15 lbs per square foot.

Sanitary Use

The inert and nonporous surface of kiln-fired fused glass will not support the growth of bacteria and is ideal for food service and health-care facilities.

CERTIFICATION AND LEED POINTS

Greenguard

Andrew Pearson kiln-fired fused glass is certified by GreenGuard Environmental Institute under the "GREENGUARD Standard for Low Emitting Products" and under the "GREENGUARD for Children & Schools product certification program *sm*," which indicates that Andrew Pearson kiln-fired fused glass does not emit any as or volatile organic compounds (VOC). As a result, our kiln-fired fused glass is much safer than any other surfacing product.

NSF

Andrew Pearson kiln-fired fused glass is certified "NSF" since it does not support the growth of bacteria on its surface.

LEED Points

Andrew Pearson kiln-fired fused glass is a LEED contributing material under the following sections:

- MR CREDIT 4: Recycled content
- MR CREDIT 5: Regional materials
- IEQ CREDIT 4.1: Low-emitting materials - adhesives and sealants
- IEQ CREDIT 4.5: Low emitting materials - furniture and furnishings

Please download and view our Leed Credit Data Sheet from our website: www.andrewpearsonglass.com.

Fabrication and Installation

Fabrication and installation of kiln-fired fused glass is similar to the fabrication and installation of natural stone. Please download and refer to the Andrew Pearson Kiln-Fired Fused Glass Fabrication Guide available on our website: www.andrewpearsondesign.com/for the trade.

Warranty

Andrew Pearson Inc. carries a 10-year limited written material warranty against manufacturer defects, when properly installed by an authorized fabricator. Copies of the 10-year warranty are available by contacting Andrew Pearson at 336 786 1800 or by email at: sales@andrew-pearson.us.

Availability

Andrew Pearson kiln-fired fused glass surfaces are available through distributors listed on our website, and through Andrew Pearson Design.

Andrew Pearson
1 Andrew Pearson Drive
Mount Airy, North Carolina 27030
USA
www.andrewpearsonglass.com
sales@andrewpearson.us
Telephone: 336 786 1880
Facsimile: 336 786 1810

CARING FOR YOUR GLASS COUNTERTOPS

Your kiln-fired fused glass countertop is naturally resistant to scratches, stains and bacterial and fungal growth. Because our glass surfaces are non-porous, they outperform natural stone countertops, and never need to be sealed. There are, however, a few things you should keep in mind concerning the care and maintenance of your new countertop.

Keeping your new glass countertop clean

Like other glass surfaces in your home, your new countertop is simple to clean and maintain. We recommend a mild soap and water to clean your countertop surfaces. You can use a window cleaner to give your countertops an extra gleam.

Be careful not to use abrasive cleaners such as scouring powders, or scouring pads that contain metal on your countertops. Be aware that foods and liquids that contain acidic ingredients (e.g. vinegar, ascorbic acid, etc), can leave an etched footprint on your counters if allowed to sit.

Always use hotpads and cutting boards

Although your new countertop is resistant to heat and scratching, you should take care to use hotpads when placing hot objects on the surface, and use cutting boards to protect your countertops and cutting implements.

Our kiln-fired fused glass countertops are proudly made in the USA, one at a time in our North Carolina factory by seasoned glass artisans.

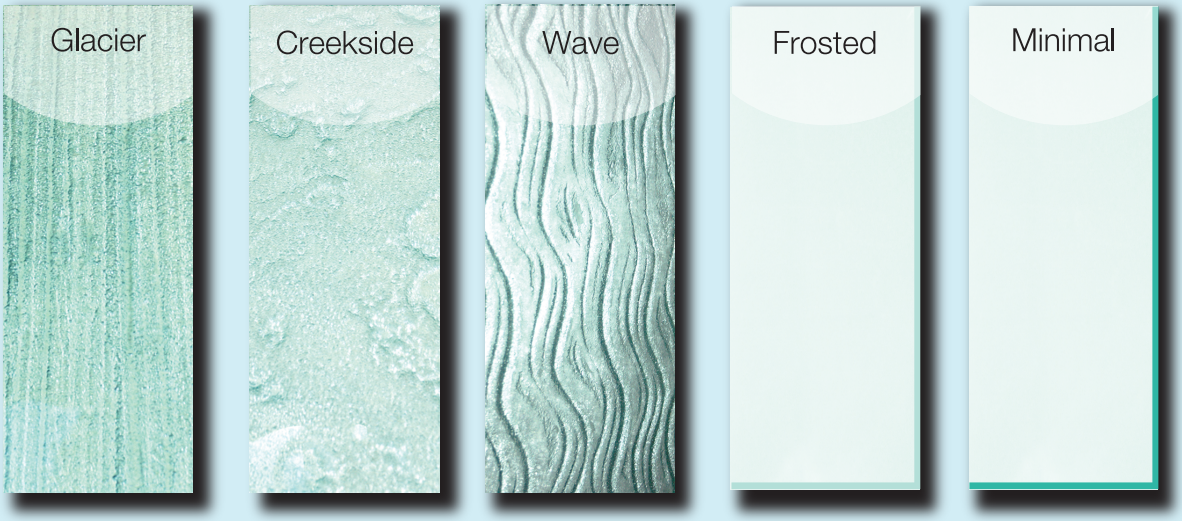
We know glass both as a science and an art, ensuring the most exquisite surface for your home.

All of our products contain recycled glass, and may be recycled, making your decision even easier both on you and our environment.

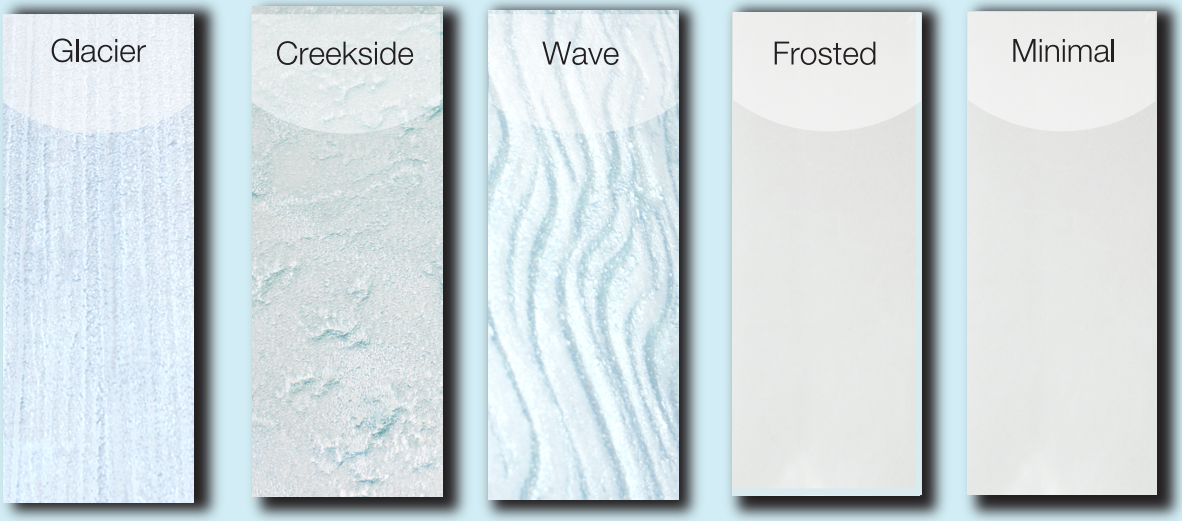
OUR SURFACES

FUION kiln-fired fused glass is available in two tiers to please even the most discerning homeowner.

Tier I Clear Textured Glass



Tier II Ultra Clear Textured Glass



ANDREW PEARSON SALES TERMS & CONDITIONS

1. Formation of agreement

1.1 Definitions. "**Seller**" is Andrew Pearson is located at 1 Andrew Pearson Design Drive, Mount Airy, NC 27030. "**Buyer**" refers to the customer. "**Goods**" means the materials identified on the Purchase Order and/or Quote and/or Estimate and/or Order Confirmation and supplied by Seller to Buyer. "**Proposal**" means Sellers Order Proposal and/or Quote and/or Estimate and/or Order Confirmation and these Terms and Conditions. "**Purchase Order**" means Buyers written, electronic or verbal order to purchase the Goods. "**Order Confirmation**" means Sellers confirmation of Buyers Purchase Order. "**Authorized Representative of the Seller**" means Seller's CEO and/or CFO -- it is expressly excluded from such definition ("Authorized Representative of the Seller") any other employee and/or agent and/or distributor and/or retailer of the Seller.

1.2 Terms and Conditions of Agreement. These Terms and Conditions, together with the terms stated on the Order of Proposal and/or Quote and/or Estimate and/or Order Confirmation, constitute Seller's offer for the sale of the Goods. Seller expressly conditions and limits Buyers acceptance of Seller's offer to these Terms and Conditions. If Buyer's Purchase Order includes any terms in conflict with or in addition to these Terms and Conditions, these Terms and Conditions constitute a rejection of and counteroffer to Buyer's Purchase Order. Any Terms and Conditions of any Purchase Order which are inconsistent with Seller's Terms and Conditions will not e binding on Seller unless such inconsistent terms are expressly and specifically accepted in writing by an authorized representative of Seller. Seller's Terms and Conditions shall prevail and control, and neither an acknowledgment of Buyer's Purchase Order, nor the shipment of the Goods ordered by the Buyer, shall constitute an acceptance by Seller of any inconsistent terms set forth in Buyer's Purchase Order.

1.3 Entire Agreement. Seller's Terms and Conditions, together with the terms stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation shall constitute the entire agreement ("Agreement") between Seller and Buyer regarding the Goods. This Agreement constitutes the entire Agreement and understanding between Buyer and Seller with respect to the subject matter of this Agreement and supersedes all prior communications, representations, agreements, understandings, proposals, negotiations and promises relating to that subject matter, whether written or oral. Any change to this Agreement must be expressly and specifically agreed to in writing by the Authorized Representative of Seller.

2. Prices

The prices for the Goods are as stated on Seller's Proposal or Order Confirmation. Unless Specifically stated on Seller's Proposal or Order Confirmation, prices are EX Seller's shipment point(s). These prices are subject to change as a result of any decrease in the quantities of Goods ordered by Buyer, in which event Buyer agrees to pay the price as so adjusted. In the event of Buyer's delay in payment and/or does note comply with the Payment Terms stated in Seller's Sales and Terms and Conditions for whatever reason, Buyer will automatically lose the benefit of any price and/or volume discounts, in which event Buyer agrees to pay the price as so adjusted. In the event the final destination of the Goods is changed to any destination that is different from North America (United States, Canada and Mexico) Seller will adjust the price accordingly and Buyer agrees to pay immediately the price as so adjusted.

3. Taxes

Buyer shall be responsible for all taxes, including tariffs or duties with respect to transactions hereunder. Such taxes, tariffs and duties are not included in the Seller's prices. Seller may add such charges, if applicable, to Seller's invoice, in which event Buyer agrees to pay for same. Buyer is also responsible for any costs and/or fine and/or penalty and/or other expense associated with importing such Goods, especially if Goods are imported under a wrong heading and/or subheading of the Harmonized Tariff Schedule and/or any other applicable law of the Country in which the Buyer is importing the Goods - even if such heading and/or subheading and/or category is recommended by the Buyer. Buyer expressly declares that Goods are being purchased with the purpose of reselling them, therefore Seller is not responsible to calculate and add Sales Taxes to the Order and/or Quote and/or Invoice, unless stated differently in writing by the Seller.

4. Shipment

Buyer shall pay for all packaging, shipping, handling, insurance and other similar costs involved in the shipping and delivery of the Goods, which will be made on Buyer's account. If sated otherwise Order Proposal and/or Quote and/or Estimate and/or Order Confirmation, then Seller shall prepay any such changes and charge Buyer for such costs - together with a 25% handling fee. Buyer will immediately pay any additional expense.

5. Payment Terms

5.1 Unless stated and otherwise on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation hereof, payment in full is due to Seller promptly at the time of the shipment. Payment must be confirmed through an irrevocable and confirmed bank Letter of Credit, which must be received by Seller at least 10 days before delivery. The terms of the bank Letter of Credit must be to Seller's satisfaction and must be consistent with Seller's Sales Terms and Conditions. Buyer agrees to use Letter of Credit template provided by the Seller which will not be modified in any part by the Buyer. Buyer's failure to comply with any of these conditions will entitle Seller to suspend performance, without the Seller incurring any expense or reimbursement for damages, loss of gain, or any other sort of reimbursement for whatever reason.

5.2 Unless stated otherwise on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation hereof, any delay in payment will also cause Buyer to incur a late payment charge of 1.5% per month, or the maximum permitted by law, whichever is lower, compounded monthly on any unpaid amounts past due. Each late payment will be attributed first to any accrued interest, and then to the remaining past-due principal amount.

5.3 In addition to Buyer's defaults as described above, Seller also has the right to suspend or delay its performance - without the Seller incurring any expense for any loss and/or damage that Buyer may suffer in that respect.

5.4 Any deposit paid to Andrew Pearson is intended as a "non-refundable deposit." In the event Buyer cancels an order, any related deposit paid to Andrew Pearson will not be refunded. Deposit paid to Andrew Pearson Design will be applied toward the total amount due for the orders to which such deposit applies.

6. Time of Performance

6.1 Delivery Time. The Goods are deemed to be delivered upon the issuance of Seller's notice to Buyer that the Goods are ready for shipment. Buyer acknowledges and accepts that all delivery times are approximate and may be changed by Seller. Time for delivery of the Goods is not of the essence and accordingly, Seller shall not be liable for any loss or damage that Buyer may suffer as a result of any change in the delivery time.

6.2 Storage Costs. Seller may charge Buyer storage fees at the rate of $1.00 per square foot and per each calendar day, commencing 5 days after the Seller's notice (by email and/or phone and/or letter and/or any other type of communication) to Buyer that the Goods are ready for shipment, if Buyer requests deferral of shipment, fails to accept shipment, fails to pick up the Goods, or otherwise fails to provide documentation necessary for the delivery of the Goods.

7. Delivery, Title and Risks

7.1 Unless specifically stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation, delivery is at EX Seller's shipment point. Title to the goods shall pass to Buyer at Seller's shipment point but not until Seller has been paid in full. Buyer bears the exclusive risk of loss and/or damage of the Goods at all times after they are delivered to the carrier or consignee, regardless of any shipment terms stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation or in Buyer's Purchase Order, and regardless of Seller's retention of title for non-payment.

7.2 Buyer is aware of proper techniques, tools, skills, containers types and machinery required for unloading the Goods and Buyer is aware of the risks involved with the loading, unloading and storage of the Goods. Buyer declares to have the capabilities, skills, knowledge, and facilities to properly unload, store, fabricate and install the Goods. Buyer shall be responsible for any cost and/or damage associated with the unloading and/or storage of the Goods - including but not limited to damage due to Goods stored on the outside and/or exposed to sunlight. Under no circumstances shall Seller and/or any affiliated company be liable for consequential or incidental damages, including, but not limited to, business interruption and/or lost profits and/or injuries and/or damages.

7.3 IN THE EVENT SELLER WILL HANDLE THE FREIGHT FOR THE BUYER, BUYER AGREES TO PAY FOR ANY ADDITIONAL EXPENSE THAT MAY ARISE. SUCH ADDITIONAL EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, DEMURRIAGE FEES, INSPECTION FEES, AND ANY OTHER ADDITIONAL FEE THAT SELLER CAN NOT ANTICIPATE IN ADVANCE AT THE TIME OF ORDER PROPOSAL AND/OR CONFIRMATION.

7.4 In the event Buyer will change the final destination of the Goods, Buyer will undertake all related responsibilities and will be solely responsible for any associated costs, fine and/or additional expense related. Seller and/or any affiliated Company and/or the Manufacturer of the Goods are completely released ROM any responsibility and expenses related.

8. Inspection and Acceptance

8.1 Buyer agrees to examine the Goods immediately upon delivery.

8.2 Goods will be deemed to have been accepted by Buyer unless Seller receives written notice of rejection, specifying the nature of the non-conformance, within 7 calendar days after the date Buyer receives delivery of the Goods, but in any event before the Goods are resold, installed or in any way modified. If Buyer fails to notify Seller within this time period or before the Goods are resold and/or installed and/or modified, Buyer will be considered to have irrevocably accepted the Goods as conforming. Buyer has the right to reject the Goods only if the Goods are paid in full.

8.3 All shipment damage or shortage claims should be made upon receipt of the Goods and filed directly with the carrier handling the shipment. The carrier's agent should always be requested to make a notation on the freight bill specifying the damage or shortage.

8.4 No transaction pursuant to this Agreement shall be interpreted as a "sale on approval" or a "sale or return."

8.5 Buyer agrees that he is aware of all technical performance and all characteristics of the Goods and that Buyer understands all its limitations (including limitations in the possible application with the different thicknesses the Goods are available), tolerances, dimensions, weight, fabrication methods and quality grades.

Andrew Pearson Sales Terms & Conditions

8.6 With the purpose to avoid any confusion and/or misunderstanding,and to completely release the Seller and/or any affiliated company from any type of liability - including, but not limited to, the responsibility for incorrect Goods samples labeling and/or Goods representation on sales collaterals and/or non exact color and/or texture matching of the goods with the recommended color and/or texture matching adhesives, Buyer agrees to sign one or more reference sample(s) which will be sent back to Seller address.

9. Exclusive Warranty

9.1 THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE GOODS, AND WILL BE BINDING ON SELLER ONLY UPON ITS RECEIPT OF PAYMENT IN FULL FOR THE GOODS.

9.2 SELLER DISCLAIMS ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ALLEGEDLY APPLICABLE TO THE FOODS OR TO ANY SERVICES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY AS TO THE GOODS' CONDITION, QUALITY OR PERFORMANCE.

10. Limitation of Liability

10.1 BUYER'S EXCLUSIVE REMEDY, WITH RESPECT TO GOODS PROVED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NON-CONFORMING SHALL BE, AT SELLER'S SOLE DISCRETION AND UPON RETURN OF THE GOODS AT BUYER'S EXPENSES. EITHER REFUND OR REPLACEMENT OF THE GOODS, THAT WILL BE MADE AVAILABLE BY SELLER AT IT'S SHIPMENT POINT.

10.2 SELLER SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, BREACH OF STATUTE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, LOSS, DAMAGE, COST OR EXPENSE ALLEGEDLY ARISING OUT OF, CAUSED BY OR RESULTING FROM THE GOODS OR FROM THIS AGREEMENT.

10.3 SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, OR OTHER INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND/OR SUCH DAMAGE IS FORESEEABLE.

10.4 SELLER'S TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE 40% OF THE AMOUNT PAID BY BUYER FOR THE GOOD(S) THAT IS THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, OR CAUSED BY, THE CLAIM. AN ACTION FOR THE BREACH OF THE AGREEMENT MUST BE COMMENCED WITHIN ONE CALENDAR MONTH AFTER THE CAUSE OF ACTION HAS ACCRUED.

10.5 THE LIMITATIONS OF WARRANTY AND LIABILITY SET FORTH HEREIN SHALL SURVIVE THE CANCELLATION, COMPLETION OR OTHER TERMINATION OF THIS AGREEMENT FOR ANY REASON, AND WILL APPLY NOTWITHSTANDING THE FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

10.6 BUYER AGREES THAT ANY REFERENCE SAMPLE OF THE GOODS IS INDICATIVE OF THE COLOR AND CHARACTER OF THE GOODS SOLD BY THE SELLER, AND THAT IT'S APPEARANCE MAY VARY FROM ACTUAL PRODUCTION. ANDREW PEARSON DESIGN AND/OR ANY OTHER AFFILIATED COMPANY AND/OR THE MANUFACTURER OF THE GOODS CANNOT BE HELD RESPONSIBLE IF THE GOODS RECEIVED BY THE BUYER, AND/OR SIGNED FOR APPROVAL BY THE SPECIFIER AND/OR THE OWNER OF THE PROJECT, HAVE A COLOR AND/OR STRUCTURE VARIATION.

10.7 Buyer understands that any modification of the Goods such as surface re-polishing and/or re-calibrating is not recommended by the Manufacturer of the Goods. In the event buyer will modify the Goods as per above, Seller, any affiliated company of the Seller and/or the Manufacturer of the Goods are automatically and immediately released from any type of liability.

11. Miscellaneous Terms

11.1 Force Majeure. In addition to the other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence beyond Seller's reasonable control, including but not limited to any delay in delivery or performance, due to any act of God, act of nature, fire, explosion, accident, flood or other casualty or disaster, any act of government, act of war or terrorism, shortage of raw materials, labor strike or dispute, delays of the manufacturer, delay or default of common carrier.

11.2 Severability. If any part of this Agreement is found to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.3 No Waiver or Novation. Seller's failure to strictly enforce any term or condition or to exercise any rights or remedies arising from this Agreement shall not be construed as a waiver by Seller of such terms, rights and remedies. Any deviation from the Agreement, even if agreed to in writing by an authorized representative of Seller, will constitute a modification, but not a novation of the Agreement.

11.4 No Assignment. Buyer shall not assign this Agreement without prior written consent by Seller. Any assignment in contravention of this paragraph will be null and void as to Seller. Seller is not in privity with any individual or entity that is not a party to this Agreement.

11.5 Buyer agrees that it will fabricate and/or will advise its customer to fabricate the Goods according to the industry-specific directions and/or procedure state in the most updated Dimension Stone Design Manual from Marble Institute of America. Buyer is responsible to review such Dimension Stone Design Manual and approve such fabrication and/or installation techniques. Under no circumstances shall Seller be liable for damages, including, but not limited to: loss of profits and/or penalties if such directions and/or procedures stated in the Dimension Stone Design Manual are not suitable and/or not effective and/or non-appropriate and/or non-conforming to Buyer's business and/or specific projects.

11.6 Buyer shall use the Goods MSDS (which is available at www.andrewpearsondesign.com/forth-etrade) to familiarize itself with any known hazards associated with the Goods, their storage, handling and use, fabrication and installation, and the containers in which they are shipped. Buyer shall make available the MSDS for Goods to all those required by law to receive access to them. In addition, Buyer shall appropriately inform, and train its employees and other personnel as to the hazards identified in the MSDS for Goods and any other hazards discovered by the Buyer through its fabrication, installation, handling and use of Goods and provide its employees and other personnel with proper personal protective equipment (PPE).

11.7 Buyer shall properly manage and dispose (or advise its customer to do so) of all wastes and/or residues resulting from fabrication, installation and use of Goods in accordance with its corresponding MSDS and all applicable laws and regulations. Buyer shall properly recycle (and/or advise its customers to do so) all the water used for the fabrication of the Goods in accordance with its corresponding MSDS and all applicable laws and regulations.

11.8 Buyer, or any affiliate and/or related company, will always promote and sell the Goods by suing the product code and name established by Seller, and Buyer will not change Goods coding and naming.

11.9 Any communication must be in written format and must be addressed to Seller's principal place of business, at the sole attention of Authorized Representative of the Seller.

11.10 The terms of this document will apply to any and all of the future purchases and transactions between the Buyer and the Seller.

12. Governing Law and Venue

THIS AGREEMENT AND ANY SALES HEREUNDER IS GOVERNED AND CONSTRUED BY, AND ENFORCED IN CONFORMANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES. BUYER AND SELLER AGREE THAT THE STATE AND/OR FEDERAL COURTS LOCATED IN SURRY COUNTY, NORTH CAROLINA SHALL HAVE EXCLUSIVE VENUE TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS.