



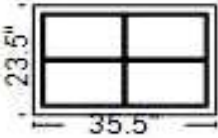
Contract - Detailed

Pella Windows and Doors of Florida
 #CDC046712 7818 Philips Hwy, Suite 200
 Jacksonville, FL 32256
Phone: (904) 731-8033 **Fax:**

Sales Rep Name: Hitchcock, Lorena
Sales Rep Phone: 904-451-0718
Sales Rep Fax:
Sales Rep E-Mail: sitalt@Pella.com

Customer Information	Project/Delivery Address	Order Information
Marie Colon 412 SW Fenton Gln FORT WHITE, FL 32038-4363 Primary Phone: (386) 2884697 Mobile Phone: Fax Number: E-Mail: marie.colon72@gmail.com Contact Name: Great Plains #: 1006084670 Customer Number: 1009926580 Customer Account: 1006084670	Marie Colon_3 Rivers House 1081 SW Nebraska Ter Lot # Fort White, FL 32038 County: Owner Name: Owner Phone:	Quote Name: 3 Rivers House Order Number: 065 Quote Number: 16614712 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Deposit/C.O.D. Tax Code: FLT-COLUMBIA Cust Delivery Date: None Quoted Date: 3/20/2023 Contracted Date: Booked Date: Customer PO #:

Line #	Location:	Attributes		
10	GREAT RM-UPPER	Pella 250 Series, Direct Set, Fixed Frame, 35.5 X 23.5, Black		
			Item Price	Qty
			\$453.69	2
				Ext'd Price
				\$907.38



Viewed From Exterior

PK #
2131

1: 3624 Fixed Frame Direct Set
Frame Size: 35 1/2 X 23 1/2
General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: Black, Laminated
Interior Color / Finish: White
Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.21, VLT 0.50, CPD PEL-N-209-00162-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, FPAS FL16811, Year Rated 08|11
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), White, Black
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 118".

Rough Opening: 36" X 24"

Line #	Location:	Attributes							
15	GREAT RM	<div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>59.5"</div><div>35.5"</div></div></div><div>Viewed From Exterior</div><div>PK # 2131</div></div>	<div>Pella 250 Series, Double Hung, 35.5 X 59.5, Black</div> <div><div>1: 3660 Double Hung, Equal</div><div>Frame Size: 35 1/2 X 59 1/2</div><div>General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"</div><div>Exterior Color / Finish: Black, Laminated</div><div>Interior Color / Finish: White</div><div>Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude</div><div>Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware</div><div>Screen: Full Screen, InView™</div><div>Performance Information: U-Factor 0.29, SHGC 0.19, VLT 0.44, CPD PEL-N-211-00156-00002, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, FPAS FL16813, Year Rated 08 11, Clear Opening Width 30.454, Clear Opening Height 24.339, Clear Opening Area 5.147361, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)</div><div>Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, Black</div><div>Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 190".</div></div> <div><div>Item Price</div><div>Qty</div><div>Ext'd Price</div></div> <tr><td></td><td></td><td></td><td>\$718.85</td><td>1</td><td>\$718.85</td></tr>				\$718.85	1	\$718.85
			\$718.85	1	\$718.85				

Rough Opening: 36" X 60"

Line #	Location:	Attributes			
20	BEDRM 2	<div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> 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Rough Opening: 36" X 60"

Customer Notes: MEETS 1ST FLOOR EGRESS CODE

Line #	Location:	Attributes			
25	BATH 2	Pella 250 Series, Direct Set, Fixed Frame, 47.5 X 13.5, Black	Item Price	Qty	Ext'd Price
			\$585.40	1	\$585.40
<div><div><div><div><div></div><div>13.5"</div></div><div><div>47.5"</div><div></div></div></div></div><div><div>PK #</div><div>2131</div></div><div><div>Viewed From Exterior</div></div></div> <div><div><div><div>1: 4814 Fixed Frame Direct Set</div><div>Frame Size: 47 1/2 X 13 1/2</div><div>General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"</div><div>Exterior Color / Finish: Black, Laminated</div><div>Interior Color / Finish: White</div><div>Glass: Insulated Dual Tempered Obscure Low-E Obscure SunDefense™ Low-E Insulating Glass Argon Non High Altitude</div><div>Performance Information: U-Factor 0.27, SHGC 0.24, VLT 0.54, CPD PEL-N-209-00226-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, FPAS FL16811, Year Rated 08 11</div><div>Grille: No Grille,</div><div>Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 122".</div><div>Obscure Glass Style: Pattern62(Standard)</div></div></div></div>					

Rough Opening: 48" X 14"

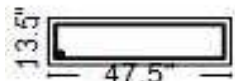
Customer Notes: TEMPERED, OBSCURE, LOW-E GLASS

Line #	Location:	Attributes			
30	BEDRM 1	<div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> 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Rough Opening: 36" X 60"

Customer Notes: MEETS 1ST FLOOR EGRESS CODE

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
35	BATH 1	Pella 250 Series, Direct Set, Fixed Frame, 47.5 X 13.5, Black	\$585.40	1	\$585.40



PK #
2131

Viewed From Exterior

1: 4814 Fixed Frame Direct Set

Frame Size: 47 1/2 X 13 1/2

General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: Black, Laminated

Interior Color / Finish: White

Glass: Insulated Dual Tempered Obscure Low-E Obscure SunDefense™ Low-E Insulating Glass Argon Non High Altitude

Performance Information: U-Factor 0.27, SHGC 0.24, VLT 0.54, CPD PEL-N-209-00226-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, FPAS FL16811, Year Rated 08|11

Grille: No Grille,

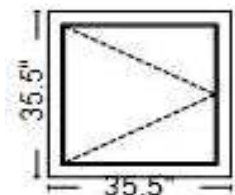
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 122".

Obscure Glass Style: Pattern62(Standard)

Rough Opening: 48" X 14"

Customer Notes: TEMPERED, OBSCURE, LOW-E GLASS

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
40	KITCHEN	Pella 250 Series, Casement Right, 35.5 X 35.5, Black	\$622.97	1	\$622.97



PK #
2131

Viewed From Exterior

1: 3636 Right Casement

Frame Size: 35 1/2 X 35 1/2

General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: Black, Laminated

Interior Color / Finish: White

Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Standard, Wash Hinge Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware

Screen: Full Screen, InView™

Performance Information: U-Factor 0.26, SHGC 0.19, VLT 0.43, CPD PEL-N-239-00006-00001, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, FPAS FL26533, Year Rated 08|11, Clear Opening Width 23.869, Clear Opening Height 30.376, Clear Opening Area 5.035033, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)

Grille: No Grille,

Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 142".

Rough Opening: 36" X 36"

Customer Notes: CHANGE TO HORIZONTAL SLIDING WINDOW: DEDUCT \$81.50

Line #	Location:	Attributes							
45	LOFT	<div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>59.5"</div><div>35.5"</div></div></div><div>Viewed From Exterior</div><div>PK # 2131</div></div>	<div>Pella 250 Series, Double Hung, 35.5 X 59.5, Black</div> <div><div>1: 3660 Double Hung, Equal</div><div>Frame Size: 35 1/2 X 59 1/2</div><div>General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"</div><div>Exterior Color / Finish: Black, Laminated</div><div>Interior Color / Finish: White</div><div>Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude</div><div>Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware</div><div>Screen: Full Screen, InView™</div><div>Performance Information: U-Factor 0.29, SHGC 0.19, VLT 0.44, CPD PEL-N-211-00156-00002, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, FPAS FL16813, Year Rated 08 11, Clear Opening Width 30.454, Clear Opening Height 24.339, Clear Opening Area 5.147361, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)</div><div>Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W1H / 2W1H), White, Black</div><div>Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 190".</div></div> <div><div>Item Price</div><div>Qty</div><div>Ext'd Price</div></div> <tr><td></td><td></td><td></td><td>\$718.85</td><td>1</td><td>\$718.85</td></tr>				\$718.85	1	\$718.85
			\$718.85	1	\$718.85				


Rough Opening: 36" X 60"

Customer Notes: DOUBLE HUNG WINDOW

Line #	Location:	Attributes			
50	UPPER ENTRY GABLE	<div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div></div><div>Viewed From Exterior</div></div> <div><div>PK #</div><div>2131</div></div> <div><div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div></div><div>Viewed From Exterior</div></div> <div><div>1: 3660 Fixed Frame Direct Set</div><div>Frame Size: 35 1/2 X 59 1/2</div><div>General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"</div><div>Exterior Color / Finish: Black, Laminated</div><div>Interior Color / Finish: White</div><div>Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude</div><div>Performance Information: U-Factor 0.26, SHGC 0.21, VLT 0.49, CPD PEL-N-209-00162-00004, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, FPAS FL16811, Year Rated 08 11</div><div>Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H), White, Black</div><div>Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 190".</div></div> <div><div><div>Item Price</div><div>\$579.16</div></div><div><div>Qty</div><div>1</div></div><div><div>Ext'd Price</div><div>\$579.16</div></div></div>			


Rough Opening: 36" X 60"

Customer Notes: FIXED WINDOW

Line #	Location:	Attributes								
55	ENTRY	<div><p>Viewed From Exterior</p></div>	Pella Entry Doors, Double Entry Door, Inswing, 62 X 81.625, 4 9/16"	<table><tr><th>Item Price</th><th>Qty</th><th>Ext'd Price</th></tr><tr><td>\$2,580.11</td><td>1</td><td>\$2,580.11</td></tr></table>	Item Price	Qty	Ext'd Price	\$2,580.11	1	\$2,580.11
Item Price	Qty	Ext'd Price								
\$2,580.11	1	\$2,580.11								
PK # 2131		<p>1: 6281.625 Double Entry Door Frame Size: 62 X 81 5/8 Unit Type: Inactive/Active Inswing, Standard Sill, No Fire Rating, No Fire Rating Dimensions: 60, 80 Dimension Options: No Cut Down General Information: Standard, 4 9/16", 4 9/16" Panel Style: Flush Glazed Full Light Glass: Tempered Low-E Argon Grilles: No Grille Panel Selection: Smooth, Primed, Primed Frame Selection: Composite, Black Threshold, No Panel Reinforcement, Smooth, Primed, Composite, Smooth, Primed Hardware Options: Latch Bore with Deadbolt, No Bore, 2 3/8", 2 1/8", No Integrated Sensor, No Handle Set, No Handle Set, Flush Bolts, Oil Rubbed Bronze, Standard Steel Ball Bearing, Matte Black, Black Finish Sill Performance Information: U-Factor 0.25, SHGC 0.16, VLT 0.28, CPD PEL-M-258-47984-00001, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, FPAS FL32108 Wrapping Information: 4 9/16", Pella Recommended Clearance, Perimeter Length = 288".</p>								

Rough Opening: 62 - 3/4" X 82 - 1/8"

Customer Notes: FIBERGLASS, FLUSH GLAZE, FULL LIGHT
 DOUBLE BORE ON ACTIVE PANEL ONLY. HANDLESET BY HOMEOWNER
 PRIMED PANEL TO BE PAINTED BY HOMEOWNER
 BLACK SILL, BLACK HINGES
 VERIFY ACTIVE PANEL SIDE

Line #	Location:	Attributes		
60	KITCHEN	Pella Entry Doors, Entry Door, Outswing, 37.5 X 80.875, 4 9/16"		
		Item Price	Qty	Ext'd Price
		\$1,298.71	1	\$1,298.71
PK # 2131 Viewed From Exterior		1: 37.580.875 Entry Door Frame Size: 37 1/2 X 80 7/8 Unit Type: Left Outswing, Standard Sill, No Fire Rating, No Fire Rating Dimensions: 36, 80 Dimension Options: No Cut Down General Information: Standard, 4 9/16", 4 9/16" Panel Style: Flush Glazed Full Light Glass: Tempered Low-E Argon Grilles: No Grille Panel Selection: Smooth, Primed, Primed Frame Selection: Composite, Black Threshold, No Panel Reinforcement, Smooth, Primed, Composite, Smooth, Primed Hardware Options: Latch Bore with Deadbolt, 2 3/8", 2 1/8", No Integrated Sensor, No Handle Set, Standard Steel Ball Bearing, Matte Black, Black Finish Sill Performance Information: U-Factor 0.25, SHGC 0.16, VLT 0.28, CPD PEL-M-258-47984-00001 Wrapping Information: 4 9/16", Pella Recommended Clearance, Perimeter Length = 237".		

Rough Opening: 38 - 1/4" X 81 - 3/8"

Customer Notes: FIBERGLASS, FLUSH GLAZE, FULL LIGHT
 DOUBLE BORE, HANDLESET BY HOMEOWNER
 PRIMED PANEL TO BE PAINTED BY HOMEOWNER
 BLACK SILL, BLACK HINGES

Line #	Location:	Attributes		
65	None Assigned	ADDPRTMCOM010001 - Delivery		
		Item Price	Qty	Ext'd Price
		\$125.00	1	\$125.00

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. 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 PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Project Review

Pella Windows and Doors

The following have been discussed and reviewed

___ Jobsite Directions ___ Customer Cell Phone # ___ Delivery Date _____
___ Credit Policy ___ C.O.D. Amount ___ Customer Satisfaction Survey
___ Reschedule/Cancellation Fees ___ Warranty Review*

* Pella is also not responsible and makes no warranty as to installation inconsistent with Pella's installation. Review all warranty disclaimers to ensure proper installation and enjoyment of Pella products. The Buyer understands that the Product Warranty will be voided should the installation and perimeter sealant not be installed in strict accordance with the Manufacturer's specifications. There are no Warranties which extend beyond the description on the face hereof. This exclusion includes not is not limited to implied Warranties of merchantability or fitness for a particular purpose.

___ Installation Instructions Reviewed--- Pella requires the use of the Pella installation tape or approved equivalent as noted in the installation instructions.

___ I hereby authorize Pella Corporation, its affiliates and/or subsidiaries to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, including materials described below, without compensation. I understand that this material may be used in various communications (e.g. Website, e-newsletters, promotional materials, etc).

Consequently, the Corporation may publish materials, photographs, and/or make reference to the project in a manner that the Corporation or project sponsor deems appropriate.

Product Specifications:

___ Brand _____ ___ Color _____ ___ Glazing _____ ___ Blinds _____
___ Muntins _____ ___ Jamb _____ ___ Hardware _____ ___ Screens _____
___ Door Hardware _____ ___ Door Screens _____ ___ Hinge/Slide/Vent _____

Additional Comments

1) GENERAL

- a) This Proposal / Contract is between the Customer, as indicated herein, (referred to as the "Buyer") and PWD-Orlando, LLC (referred to as the "Seller" or "Pella Windows and Doors").
- b) This Proposal / Contract shall remain open for 30 days, after which it shall be void at Seller's option. A Proposal shall become a Contract when it is executed by the Buyer and accepted by the Seller.
- c) The Buyer agrees that the product(s) and the conditions set forth herein supersede over all previous representations, specifications, terms or other documents issued by the Seller or its' employees, either written or oral and any purchase order, or other documents issued by the Buyer either before or after this contract.
- d) The Buyer agrees not to hold the Seller responsible for incidental damages that may result from the breach on the sale of product(s) pursuant to this Proposal / Contract, and consequential damages shall be limited to One Hundred Dollars.
- e) This Proposal / Contract will be construed in accordance with the laws of the State of Florida. In the case of litigation the Buyer agrees to waive the right to venue, the right to a jury trial, and agrees that any such case shall be tried in the appropriate court having jurisdiction in Seminole County, Florida, or the U.S. Federal District Court for the Middle District of Florida, Orlando Division.
- f) All promises of shipment, delivery, or installation (notwithstanding any dates set forth on this document) are estimated as closely as possible. Seller shall not be liable for any damage or loss caused by delay in performance.
- g) In no event shall seller or Pella be liable for any indirect, special, or consequential or incidental damages arising out of or related to the contract, the work or goods.
- h) Buyer is responsible for compliance with the Consumer Product Safety Act and the Federal Regulation for "Architectural Glazing Materials" (16 CFR 1201) which regulates the use of tempered glass.
- i) Any controversy or claim arising out of, or relating to, the sale and/or installation of Products must be commenced within one (1) year from the date the cause of action accrued.

2) PAYMENT

- a) The Buyer agrees that the need date is a realistic estimate of when the product(s) is / are to be delivered. On this date the Seller may invoice the Buyer for any outstanding balance, and payment will be due according to the payment terms of this contract.
- b) The Buyer agrees not to withhold payment for any item that is backordered or damaged in shipment, provided the Seller acknowledges such deficiency and provides the Buyer with assurances of its' undertaking to remedy the same.
- c) The Buyer agrees to pay for all products and services in full no later than 30 days from the date of the issuance of the invoice.
- d) The Buyer agrees to pay a finance charge of 1 ½% per month, 18 % per annum, for all moneys due which are not paid in accordance with the payment terms of this contract, but not in excess of the lawful maximum.
- e) The buyer agrees that payment discounts do not apply when paying with a credit card.
- f) The buyer agrees that if paying by credit card that authorization is granted to the seller to debit the buyers credit card by signing this contract.
- g) Buyer agrees to pay Seller's costs of collection, including attorneys' fees, incurred in collecting past due amounts.

3) DELIVERY

- a) The Buyer agrees to accept delivery in such installments as the Seller may make and not to hold the Seller liable for any claims resulting from delays in delivery.
- b) The Buyer agrees that the product can be delivered without the Buyer being present and agrees to accept the Seller's shipping documents as proof of delivery.
- c) The Seller agrees to deliver the product(s) to a single location on the ground floor at the Ship-To address listed above, provided that the delivery site is accessible by the Seller's delivery vehicle.
- d) The Buyer agrees to examine the product(s) upon delivery, and within 7-days after delivery, provide the Seller notice in writing of any discrepancy between the product(s) ordered and the product(s) delivered. If the Buyer does not provide notice within the 7-day period, the Buyer waives any rights of rejection and accepts the product(s) as is.

4) INSTALLATION

- a) The Buyer understands that installation is not included unless specifically stated herein.
- b) The Buyer agrees to install the product in accordance with applicable building codes and good construction practices.
- c) The Buyer is responsible for determining the suitability of Pella products for its projects and is responsible for complying with all local codes and/or government regulations, including but not limited to obtaining any permits.
- d) The Seller agrees that when installation is requested, all products will meet and be installed in accordance with the Florida Building Code
- e) The Seller may contract with subcontractors to perform some or all of the installation work. Buyer(s) authorizes Seller to utilize subcontractors for all or any portion of the work.
- f) If Seller should encounter conditions not reasonably anticipated by Seller that Seller believes will require extra work to complete the Work, Seller shall call such conditions to Buyer's attention and the Contract Price and completion date shall be appropriately adjusted. Seller may decline to proceed with the Work until the Work can be completed safely and properly.

5) CHANGES

- a) The Buyer agrees that the product(s) listed herein are correct and final and cannot be changed, returned, or canceled

☐ **Project Checklist has been reviewed**

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature**Order Totals**

Taxable Subtotal \$10,034.53

Sales Tax @ 6.7474% \$677.07

Non-taxable Subtotal \$125.00

Total \$10,836.60**Deposit Received** \$0.00**Amount Due** **\$10,836.60**