

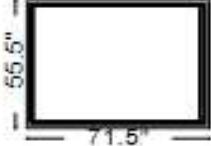


## Contract - Detailed

Pella Window and Door Showroom of Grapevine  
 506 E. Dallas Road Suite 100  
 Grapevine, TX 76051  
**Phone:** (682) 223-5610   **Fax:**

**Sales Rep Name:** Huffman, Mitchell  
**Sales Rep Phone:** 682-248-7139  
**Sales Rep Fax:**  
**Sales Rep E-Mail:** HUFFMANMD1@pellatx.com

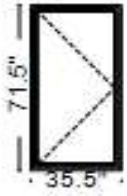
<b>Customer Information</b>		<b>Project/Delivery Address</b>	<b>Order Information</b>
<p>Indrasena    817 Brett Dr      Allen, TX 75013-8504  <b>Primary Phone:</b> (682) 2487139  <b>Mobile Phone:</b>  <b>Fax Number:</b>  <b>E-Mail:</b>  <b>Contact Name:</b>    <b>Great Plains #:</b> 1006667219  <b>Customer Number:</b> 1010478344  <b>Customer Account:</b> 1006667219</p>	<p>817 Brett Dr    817 Brett Dr    <b>Lot #</b>    Allen, TX 75013-8504  <b>County:</b>  <b>Owner Name:</b>    Indrasena  <b>Owner Phone:</b> (682) 2487139</p>	<p><b>Quote Name:</b> 817 Brett Dr    <b>Order Number:</b> 362MDH1  <b>Quote Number:</b> <b>15362082</b>  <b>Order Type:</b> Non-Installed Sales  <b>Wall Depth:</b>  <b>Payment Terms:</b> Deposit/C.O.D.  <b>Tax Code:</b> TEXAS TAX 8.25%  <b>Cust Delivery Date:</b> 5/31/2022  <b>Quoted Date:</b> 4/7/2022  <b>Contracted Date:</b>  <b>Booked Date:</b>  <b>Customer PO #:</b></p>	

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
10	W8	<p><b>Impervia, Sash Set, Fixed, 71.5 X 55.5, Black</b></p>  <p>Viewed From Exterior</p>	\$1,134.51	1	\$1,134.51
	PK # 2128	<p><b>1: Non-Standard Size Fixed Casement</b>  <b>Frame Size:</b> 71 1/2 X 55 1/2  <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16"  <b>Exterior Color / Finish:</b> Black  <b>Interior Color / Finish:</b> Black  <b>Glass:</b> Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude  <b>Performance Information:</b> U-Factor 0.28, SHGC 0.23, VLT 0.52, CPD PEL-N-276-00247-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, TDI WIN-2598, Year Rated 11  <b>Grille:</b> No Grille,  <b>Wrapping Information:</b> Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 254".</p>			

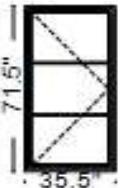
Rough Opening: 72" X 56"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
15	W9  Viewed From Exterior	<b>Impervia, Casement Right, 35.5 X 59.5, Black</b>  <b>1: 3660 Right Casement</b> <b>Frame Size:</b> 35 1/2 X 59 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware <b>Screen:</b> Full Screen, InView™ <b>Performance Information:</b> U-Factor 0.28, SHGC 0.20, VLT 0.45, CPD PEL-N-277-00243-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, TDI WIN-2600, Year Rated 11, Clear Opening Width 25.25, Clear Opening Height 54.75, Clear Opening Area 9.600261, Egress Meets Typical 5.7 sqft (E) (United States Only) <b>Grille:</b> No Grille, <b>Wrapping Information:</b> Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 190".	\$924.93	2	\$1,849.86

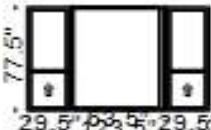
Rough Opening: 36" X 60"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
20	W10  Viewed From Exterior	<b>Impervia, Casement Right, 35.5 X 71.5, Black</b>  <b>1: 3672 Right Casement</b> <b>Frame Size:</b> 35 1/2 X 71 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware <b>Screen:</b> Full Screen, InView™ <b>Performance Information:</b> U-Factor 0.28, SHGC 0.20, VLT 0.45, CPD PEL-N-277-00243-00001, Performance Class LC, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI WIN-2600, Year Rated 11, Clear Opening Width 25.25, Clear Opening Height 66.75, Clear Opening Area 11.70443, Egress Meets Typical 5.7 sqft (E) (United States Only) <b>Grille:</b> No Grille, <b>Wrapping Information:</b> Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 214".	\$1,047.65	4	\$4,190.60

Rough Opening: 36" X 72"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
21	W10  Viewed From Exterior	<b>Impervia, Casement Right, 35.5 X 71.5, Black</b>  1: 3672 Right Casement Frame Size: 35 1/2 X 71 1/2 General Information: Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16" Exterior Color / Finish: Black Interior Color / Finish: Black Glass: Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware Screen: Full Screen, InView™ Performance Information: U-Factor 0.29, SHGC 0.18, VLT 0.41, CPD PEL-N-277-00244-00001, Performance Class LC, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, TDI WIN-2600, Year Rated 11, Clear Opening Width 25.25, Clear Opening Height 66.75, Clear Opening Area 11.70443, Egress Meets Typical 5.7 sqft (E) (United States Only) Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (1W3H), Black, Black Wrapping Information: Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 214".	\$1,138.50	2	\$2,277.00

Rough Opening: 36" X 72"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
25	W11   Viewed From Exterior	<b>Impervia, Single Hung, Impervia, Direct Set Fixed Frame Rectangle, Single Hung, 123.5 X 77.5, Black</b> <b>1: 3078 Single Hung, 30" Lower Sash</b> <b>Frame Size:</b> 29 1/2 X 77 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3", 1 5/16", 1 11/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Cam-Action Lock, Matte Black <b>Screen:</b> Half Screen, InView™ <b>Performance Information:</b> U-Factor 0.29, SHGC 0.21, VLT 0.49, CPD PEL-N-102-01334-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, TDI WIN-1649, Year Rated 08 11, Egress Does not meet typical United States egress, but may comply with local code requirements <b>Grille:</b> No Grille, <b>Vertical Mull 1:</b> FactoryMull, 1/2" Structural Mullion, Mull Design Pressure- 20 <b>2: 63.577.5 Fixed Frame Direct Set</b> <b>Frame Size:</b> 63 1/2 X 77 1/2 <b>General Information:</b> Impervia Direct Set (New), Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16", Interior Access Only Required <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Performance Information:</b> U-Factor 0.26, SHGC 0.24, VLT 0.55, CPD PEL-N-257-00048-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, TDI Year Rated 08 11 <b>Grille:</b> No Grille, <b>Vertical Mull 2:</b> FactoryMull, 1/2" Structural Mullion, Mull Design Pressure- 20 <b>3: 3078 Single Hung, 30" Lower Sash</b> <b>Frame Size:</b> 29 1/2 X 77 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3", 1 5/16", 1 11/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Cam-Action Lock, Matte Black <b>Screen:</b> Half Screen, InView™ <b>Performance Information:</b> U-Factor 0.29, SHGC 0.21, VLT 0.49, CPD PEL-N-102-01334-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, TDI WIN-1649, Year Rated 08 11, Egress Does not meet typical United States egress, but may comply with local code requirements <b>Grille:</b> No Grille, <b>Wrapping Information:</b> Factory Applied, Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 402".	\$3,748.80	1	\$3,748.80

Rough Opening: 124 - 1/2" X 78"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
30	W16 	<b>Impervia, Casement Left, 23.5 X 47.5, Black</b> <b>1: 2448 Left Casement</b> <b>Frame Size:</b> 23 1/2 X 47 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Dual Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware <b>Screen:</b> Full Screen, InView™ <b>Performance Information:</b> U-Factor 0.28, SHGC 0.20, VLT 0.45, CPD PEL-N-277-00243-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, TDI WIN-2600, Year Rated 11, Clear Opening Height 42.75, Egress Does not meet typical United States egress, but may comply with local code requirements <b>Grille:</b> No Grille, <b>Wrapping Information:</b> Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 142".	\$766.05	2	\$1,532.10

Viewed From Exterior

Rough Opening: 24" X 48"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
35	W7 	<b>Impervia, Casement Right, 35.5 X 47.5, Black</b> <b>1: 3648 Right Casement</b> <b>Frame Size:</b> 35 1/2 X 47 1/2 <b>General Information:</b> Standard, Duracast®, Block, No Foam Insulated, 3 1/4", 1 5/16", 1 15/16" <b>Exterior Color / Finish:</b> Black <b>Interior Color / Finish:</b> Black <b>Glass:</b> Insulated Dual Tempered Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Standard, Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Window Opening Control Device, No Limited Opening Hardware <b>Screen:</b> Full Screen, InView™ <b>Performance Information:</b> U-Factor 0.28, SHGC 0.20, VLT 0.45, CPD PEL-N-277-00243-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 60, TDI WIN-2600, Year Rated 11, Clear Opening Width 25.25, Clear Opening Height 42.75, Clear Opening Area 7.496094, Egress Meets Typical 5.7 sqft (E) (United States Only) <b>Grille:</b> No Grille, <b>Wrapping Information:</b> Standard Fin, Factory Applied, No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 166".	\$951.11	1	\$951.11

Viewed From Exterior

Rough Opening: 36" X 48"

## 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 Insyncive Products are covered by the Pella Insyncive Products Software License Agreement and Pella Insyncive Products Privacy Policy in effect at the time of sale, which can be found at [Insyncive.pella.com](https://Insyncive.pella.com). By installing or using Your Insyncive Products you are acknowledging the Insyncive 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](mailto: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](https://www.pella.com/arbitration) or e-mail to [pellawebsupport@pella.com](mailto: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](https://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](http://www.pella.com/performance).

## Terms & Conditions

**ARTICLE 1 - SAFETY STANDARD.** Unless indicated otherwise, these units are glazed with annealed glass and cannot be installed in hazardous location as defined by federal regulation 16CFR-1201.

**ARTICLE 2 - WARRANTY.** The 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. In the event Pella installs the Products or performs other work other than supplying the Product, to the extent required and permitted by state law, Purchaser acknowledges, understands and agrees that the only warranty or warranties given by Seller for installation of the Products (not the Product itself) is the applicable PELLA INSTALLATION LIMITED WARRANTY. Purchaser acknowledges that the terms of such Warranty are clear, specific and sufficiently detailed to establish the only standards of construction which Seller is obligated to meet.

**Full payment for all product, services and any change order work provided by Seller is due in full at time of substantial completion of installation and is non-negotiable. The associated product and installation warranty provided by Seller only becomes effective upon final and complete payment.** Seller cannot guarantee that service and warranty issues will not arise during and after installation. Any service and/or product issues, including but not limited to defective and damaged products received from manufacturing, cannot be reordered, scheduled or replaced until the warranty goes into effect.

**ARTICLE 3 - NON-PELLA PRODUCT.** Non-Pella product is not covered by the Pella 20/10 limited warranty.

**ARTICLE 4 - SUMMIT AUTOMATION.** Pella provides no warranties and expressly disclaims all warranties to any purchasers and/or users of any Summit Automation door system utilizing any of Pella's door panels or otherwise, whether express and/or implied in fact or by operation of law, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Under no circumstance shall Pella be held liable to Summit Automation, or to any person or entity for any direct, indirect, incidental, consequential, compensatory, special, exemplary, punitive and/or monetary damages of any kind regardless of whether Pella had been advised of the possibility of such damages.

**ARTICLE 5 - LABOR.** Unless Labor is included within this Contract, Purchaser acknowledges that Seller is not responsible for the installation or finishing of the Product or performance of the Work.

**ARTICLE 6 - TITLE.** Seller reserves title to the Products and/or articles covered by this Contract until full payment is made, and the same shall remain and be considered for all purposes as personal property and not attached to or becoming part of the realty, regardless of the method or manner of installing the same in or upon the property or improvements of customer.

**ARTICLE 7 - LIENS.** Seller expressly reserves all constitutional and statutory mechanic's and materialmen's liens which may be asserted under any provision of law to secure payment of the Contract price and may, at Seller's option, assert and fix the same as liens upon the real property on which installation is made. In the event payment is enforced through attorneys or by suit or in bankruptcy or probate proceedings, Seller may recover reasonable attorney's fees and costs of court. All sums not paid as due bear interest at the maximum legal rate.

**ARTICLE 8 - OBJECTIONS TO WORK.** Purchaser agrees to promptly notify Seller in writing of any objections to the Products and/or Labor. Failure by Purchaser to promptly notify Seller of objections to the Products supplied or Labor performed within five (5) days of delivery and/or completion shall constitute an acceptance of that portion of the Product or Labor. Purchaser acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re-fabricate or repaint a component that exhibits a minor defective condition. In such instances, Seller, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable building practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.

**ARTICLE 9 - STORAGE FEES.** In the event Purchaser fails to accept delivery of the Product on the agreed-to delivery date, Purchaser agrees to pay Seller a monthly storage fee of 2% of the total purchase price (exclusive of sales tax). Purchaser shall pay all storage fees before the Product is delivered. Seller shall only be required to store such Product for up to ninety days. After ninety days, if Purchaser refuses delivery or fails to pick up the Product, then Seller may retain the Product and apply a 100% cancellation fee (100% of selling price). Purchaser will be responsible for remaining product balance and unpaid storage fees. Managed accessories (screens & hardware) will be held for up to 6 months from delivery of main product. After 6 months, Purchaser agrees to pay Seller a monthly storage fee of 2% of total purchase price OR \$150 monthly fee, whichever is greater.

**ARTICLE 10 - CHANGES/CANCELLATIONS.** Because these products are custom manufactured for your order, a cancellation fee equal to 100% of the selling price will be assessed for changes after contract acceptance. The Customer must notify the Seller three (3) business days in advance of the planned delivery date to reschedule your order. The Customer will be responsible for a \$150 fee for failure to notify the seller of a rescheduled delivery date.

**ARTICLE 11 - PERSONAL SAFETY.** PURCHASER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF PURCHASER OR PURCHASER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE DELIVERY OF THE PRODUCT OR COMPLETION OF LABOR. THIS RELEASE AND INDEMNITY IS GIVEN TO SELLER REGARDLESS OF WHETHER SELLER OR ITS AGENTS OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF SELLER OR ATTRIBUTABLE TO SELLER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.

**ARTICLE 12 - INDEMNIFICATION.** PURCHASER SHALL INDEMNIFY AND SAVE SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) RESULTING FROM (I) PURCHASER'S BREACH OF THIS CONTRACT; OR (II) PURCHASER'S NEGLIGENCE; OR (III) PURCHASER'S OR THIRD PARTY'S MISUSE OR MISAPPLICATION OF ITEMS SUPPLIED BY SELLER.

**ARTICLE 13 - WAIVER OF SUBROGATION.** The parties agree to waive all subrogation rights that each may have against the other for such insured losses or damage to the Product and/or Labor, including any such loss or damage arising from the negligence or other fault of either party. If Purchaser receives any consideration from a third party, including, but not limited to, an assignee or subrogee, in settlement or payment for any dispute, Purchaser shall indemnify Seller for any claims asserted against Seller by such third party, regardless of any allegation of Seller's negligence, strict liability, breach of contract, breach of warranty or violations of the Texas Deceptive Trade Practices-Consumer Protection Act. The agreements in this paragraph shall survive after delivery of the Products, completion of the Labor, or payment of the contract Price.

**ARTICLE 14 - LIMITATION OF LIABILITY.** In no event shall Seller have any liability for, nor shall Purchaser have any remedy against Seller for, any claim, loss or damage representing incidental or consequential or other damages, or any lost profits or savings. Further, Seller's liability to Purchaser for any cause or combination of causes in the aggregate shall be limited to an amount no greater than the payment Purchaser paid for the Product supplied under this Contract.

**ARTICLE 15 - MANUFACTURER'S SPECIFICATIONS.** Purchaser and Seller acknowledge and stipulate that the manufacturer's specifications for the Product supplied and purchased under this Contract is incorporated as if fully set forth herein.

**ARTICLE 16 - ENTIRE CONTRACT.** This Contract constitutes the entire agreement between Purchaser and Seller and supersedes all other oral or written proposals, purchase orders, agreements, representations, and communications between Purchaser and Seller relating to the subject matter hereof. Any changes or additions to this Contract must be agreed to and approved in writing by a duly authorized representative of Purchaser and Seller. This Contract is binding upon Seller only upon acceptance by an authorized executive of Seller at the home office. All agreements are subject to prior sale, government regulations and requirements. If the Contract is not approved Purchaser will be notified in writing within five days of contact date. Otherwise the Contract is automatically approved.

**ARTICLE 17 - REPRESENTATIONS LIMITED.** There are no representations, promises, agreements or understandings not expressed herein. Purchaser may not assign this Contract or any rights hereunder.

**ARTICLE 18 - ATTORNEY FEES.** The prevailing party in any arbitration or legal proceedings brought under or with relation to this Contract may be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

#### **PRICES ARE VALID FOR 30 DAYS**

#### **NOTICE TO OWNER**

FAILURE TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY, WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT, YOU MAY REQUEST LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK BEING DESCRIBED IN THIS CONTRACT.

**Photo/Video Release:**

I hereby authorize Pella of DFW/West Texas to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, without compensation. I understand that this material may be used in various communications (e.g. Social Media, website, e-newsletters, promotional materials, etc.).

\*\*Specific Addresses will not be used for any projects\*\*

**Customer Initials - \_\_\_\_\_**

**PROJECT REVIEW****Product Specifications/Attributes Selected: *List all if there are multiple***

Series		
Exterior Color		
Interior Color/ Finish		
Glazing/Glass		
Grid/Grille/Muntin Type		
Jamb Extensions/Wall Depth		
Window Hardware Finish		
Window Screen Finish		
Door Hardware Finish		
Door Screen Finish		
Door Slide/Swing Reviewed:	Yes	No
Accessories (i.e. Lifestyle blinds)		

**PELLA INSTALLATION\***

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

\*If project does not include Pella installation, this page can be skipped.

**What does your Pella Installation include (New Construction)?**

- Pella installers will carry units to the proper openings
- Installation of units plumb, level, & square
- Proper shimming of all units installed by Pella
- Foam around unit perimeter (unless otherwise noted)
- Flashing tape application per installation specifications
- Sealant application behind nail fins where appropriate per installation specifications
- Test operation of all installed units to ensure proper setting
- Removal of shipping blocks on all installed units
- Pella trash placed in jobsite dumpster (if present)
- Sliding Doors - installation of sill support (if applicable)
- Doors - treated 1X under threshold (if requested)
- All doors will be installed with a sill pan:
  - Bi-Fold & Multislide doors are an exception based on published water performance ratings.
  - Excluded in West TX market (Amarillo, Lubbock, Midland, Odessa)
- Bi-Fold / Multi-slide Doors – Standard exterior frame offset of 1.5" – **rep confirm with builder**
- **Installation performed per Pella Installation Instructions**

**Pella Installation Review for New construction and Trade Replacement projects/ Customer Expectation:**

Point of contact for scheduling & Delivery	
Name/Email/Phone Number	
Address where product will be installed	
Any specific directions to site	
Type of project (NC, Replacement, Remodel)	
Open jobsite or appointment needed	
Exterior sheathing (Zip, OSB, other)	
Preferred Tape (Zip, Pella Tape, Tyvek, etc.)	

Sheetrock (1/2", 5/8", other)	
Framing (2x4, 2x6, etc.)	
Other wall conditions (fur out, foam board, etc.)	
Windows- Cased/trim or sheetrock return?	
Doors- Cased/trim or sheetrock return?	
Flooring Type (True hardwood, tile, carpet, etc.)	
Trim style? Match existing or new? type?	
Install the door on slab or on a treated 1x?	
Install method? (ex. New construction, pocket fit)	
Rough opening sheet provided to client?	
Jobsite conditions required below reviewed?	
Are the install lines under each unit?	
Any other specific details that need to be known?	

**Jobsite Conditions Required for Pella Installation (New Construction):**

- Rough openings framed correctly
- Exterior sheathing/House wrap applied
- Roof on/dried in
- Openings cleared of debris/area available for installers to work

**Jobsite Conditions Required for Pella Installation (Trade replacement):**

- Arrange to have alarm system reinstalled
- Arrange to have the window treatments removed and re-installed
- Move furniture within 4 feet of the work area and remove any framed art or collectibles from work area
- Cover hard to clean items that are not in the work area
- Cut back or tie trees and shrubs 2 feet from exterior walls
- For the safety of your children & pets, please supervise

Susan Horak

Customer Name (Please print)

 Susan Horak

0FAFOA500B23427...

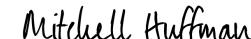
Customer Signature  
2/1/2023

Date

Credit Card Approval Signature

Mitchell Huffman

Pella Sales Rep Name (Please print)

 Mitchell Huffman

0R40533CCF3B43C...

Pella Sales Rep Signature  
1/31/2023

Date

**Order Totals**

Taxable Subtotal	\$15,683.98
Sales Tax @ 8.25%	\$1,293.93
Non-taxable Subtotal	\$0.00
<b>Total</b>	<b>\$16,977.91</b>
<b>Deposit Received</b>	<b>\$0.00</b>
<b>Amount Due</b>	<b>\$16,977.91</b>