



Contract - Detailed

Phone:

Fax:

Sales Rep Name: Milot, Bret

Sales Rep Phone: 508-336-6766

Sales Rep Fax:

Sales Rep E-Mail: bmilot@gopella.com

| Customer Information | Project/Delivery Address | Order Information |
|--|--|--|
| One Bradford LLC 1 Bradford St BRISTOL, RI 02809-1939 Primary Phone: (401) 4249140 Mobile Phone: Fax Number: E-Mail: mhayes@eastbaymediagroup.com Contact Name: Great Plains #: 1006043723 Customer Number: 1009888948 Customer Account: 1006043723 | East Bay News Store Front 1 Bradford St Lot # Bristol, RI 02809-1939 County: Owner Name: Matt Hayes Owner Phone: (401) 4249140 | Quote Name: 7-17-24 PRT Order Number: 182 Quote Number: 18427125 Order Type: Wall Depth: Payment Terms: Deposit/C.O.D. Tax Code: RI Cust Delivery Date: None Quoted Date: 7/17/2024 Contracted Date: Booked Date: Customer PO #: |

| Line # | Location: | Attributes | | | Item Price | Qty | Ext'd Price |
|--|-----------|--|--|--|------------|-----|-------------|
| 10 | A | Pella Reserve, Traditional Sash Set, Fixed, 79 X 67, Black | | | | 4 | |
|  <p>Viewed From Exterior</p> | | <p>1: Non-Standard SizeNon-Standard Size Fixed Sash Set Frame Size: 79 X 67 General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Black Interior Color / Finish: Linen White Paint Interior Sash / Panel: Putty Glaze, Ogee, Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude 1" Performance Information: U-Factor 0.28, SHGC 0.27, VLT 0.49, CPD PEL-N-1-59497-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50 Grille: ILT, No Custom Grille, 7/8", Traditional (6W4H), Putty Glaze, Ogee Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 292".</p> | | | | | |

Rough Opening: 79 - 3/4" X 67 - 3/4"

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|-----------|--|------------|-----|-------------|
| 15 | | Installation - removal, disposal, installation, flashed, insulated, exterior and interior trim as necessary (primed and ready for paint) | | 1 | |

1000001 - Full Frame 48 - 96 Wide Installation

Qty 4

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/insynctive). 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](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.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).

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.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

This purchase order (PO) may be used by the COMPANY as an offer to sell to the CUSTOMER the materials as set forth herein. These terms and conditions are binding on the COMPANY and the CUSTOMER and govern their relationship to this Agreement. THIS PO IS MADE FOR YOU, THE CUSTOMER, AND NO CHANGES MAY BE MADE AFTER THREE DAYS FOLLOWING THE SIGNING OF THIS PO. This PO becomes a binding contract only upon review and acceptance by an authorized Pella Windows & Doors. All promises of shipment are estimates only, and our best efforts are used in every case to ship within the time promised, but there is no guarantee to do so. COMPANY shall not be liable for any direct, indirect or consequential damage caused by delay in shipment. CUSTOMER represents that the window/door sizes and specifications shown on this order are correct and may not be changed or cancelled. COMPANY's failure to insist upon strict performance of any provision of this PO by the CUSTOMER, or take advantage of its rights hereunder, shall not be construed as a waiver by the COMPANY of any such provision. Specifically, the COMPANY reserves its right to a mechanic's lien claim against the property in which the COMPANY's materials are incorporated, whether owned by the CUSTOMER or a third party. Pursuant to the requirements of Rhode Island Law, this is a notice that COMPANY may file a mechanic's lien upon the property in the event of nonpayment. This contract shall be governed by the state in which both the CUSTOMER and the COMPANY reside. If the CUSTOMER and the COMPANY are located in different states, then the law of the Commonwealth of Massachusetts shall govern. The COMPANY reserves its right to terminate this Agreement with notice to the CUSTOMER if the CUSTOMER fails to perform any obligations or duties required under the terms of this Agreement. The CUSTOMER shall defend, indemnify and hold harmless the COMPANY against any claims or suits brought by any persons or entities alleging that any bodily injuries, death, property damage or economic losses were caused, in whole or in part, by any of the goods and/or services provided under this PO to the CUSTOMER. Any dispute arising out of the Terms and Conditions, or performance or materials which are the subject of this agreement shall be resolved through binding arbitration. The arbitration shall be conducted in the Commonwealth of Massachusetts as the exclusive venue, and brought before a single Arbitrator, whose decision shall be binding and enforceable by a court of competent jurisdiction. The arbitration proceedings shall be governed by Massachusetts Law. See "ARBITRATION AND CLASS ACTION WAIVER" for additional information regarding arbitration.

>> THE SCHEDULING DEPARTMENT WILL CALL YOU WITH YOUR DELIVERY DATE.

>> WE PROVIDE TAILGATE DELIVERY ONLY, PLEASE ARRANGE TO HAVE ASSISTANCE ON SITE AT TIME OF DELIVERY <<

>> FOR REPLACEMENT PART ORDERS PAYMENT IS REQUIRED IN FULL AT TIME OF ORDER <<

>> COD PAYMENT IS REQUIRED AT TIME OF DELIVERY UNLESS ALTERNATIVE TERMS HAVE BEEN PREVIOUSLY ARRANGED <<

>>FAILURE TO PAY IN FULL WITHIN TERMS SHALL VOID THE WARRANTY ON PELLA PRODUCTS SHIPPED PURSUANT TO THIS ORDER.

Installation by Pella includes standard installation using Pella brand sealants and flashing materials. To review our standard installation please click on the following link: <https://www.pella.com/professionals/installation-instructions/>.

To complete an installation, the structure envelope must be complete and roofed, all rough openings must be complete and free of any obstructions such as bracing, staging blocking openings, etc.

Weather Resistive Barrier (WRB): A WRB is to be added to the sidewall, it must be either fully installed prior to installation, or the installation can be completed to bare sidewall and then the WRB installed. When installing a WRB prior to installation a head flap must be provided such that the head nail flange of the product can be installed under the WRB—this includes WRB with an adhesive backing. Drainable WRB's (typically incorporating a system of plastic beads on the material to create an air space behind siding, must be flapped up if applied prior to installation. Flashing tapes cannot be guaranteed to be watertight on a beaded WRB. In the case of Zip Systems or equivalent sheathing with an incorporated WRB surface, all seams must be taped and rolled per manufacturer's instructions.

Substitutions: Any substitutions to standard installation and materials must be identified in advance and approved by Pella of Fall River for suitability to the application.

Examples:

- Any use of Lead, Copper, or other metal or non-metal pre-formed "pan" systems for the sill of the rough opening (window or door) must be provided to us as a spec for our awareness and approval and must be completed and installed by other prior to the installation date(s).

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

- Substitution of tape-based materials, in lieu of Pella brand flashing tape, for either the rough opening or the unit flashing can be made with advance notice and our agreement. When a substitution is made the contractor is responsible to provide the material by the installation date.
- In all cases of substitution additional charge may apply where the substitution requires additional labor over and above what is included in a typical standard installation.

Alterations to the Pella product and/or installation that cannot conform to standard installation (with agreed substitutions, if any) are not permitted. Any situation of this type will be brought to the attention of the builder's project manager by our lead installer.

☐ **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 | |
| Sales Tax @ 7% | |
| Non-taxable Subtotal | |
| Total | |
| Deposit Received | \$0.00 |
| Amount Due | |