



11903128 Canada Inc. o/a Wellington Windows and Doors
 106 Jessie Ave, Campbellville ON
 L0P 1B0
 416.557.0606

CONTRACT SUMMARY

Client	
Name	
Address	
Phone Number	
Email	

Install address (if different from billing)	
Name	
Address	
Phone Number	
Email	

Location	Type	Width	Height	Colour Inside	Colour outside	Jamb	Casing	Brickmold	Total
Whole House	See Appendix A: Window Schedule								
Front Door									
Glass Type									
Warranty	See Appendix B: installation and materials warranty documents								

Notes:

By signing below, the Client agrees to the Contract Summary, Appendix A: Window Schedule, Appendix B: Installation and Materials Warranty, and Appendix C: Terms & Conditions and enters into an Agreement with 11903128 Canada Inc. beginning on the date of signing

Payment terms: 20% deposit due upon signing, 70% due on completion of curtain wall install and 10% net 20 days from fully completed project. Prices are in Canadian Dollars (CAD).

SubTotal	
HST#74717 9471 RT0001	
Total	
20% Downpayment	
Total due upon completion	

Client name	
Client Signature	
Date	

Representative name	
Representative signature	
Date	

I hereby agree to the purchase terms and conditions detailed in this contract, including attached appendices.

Appendix A: Window Schedule

SCOPE OF WORK:

- _ Remove and dispose existing windows.**

- _ Supply and install new clear anodized interior with Black anodized exterior window frames, using 2 ½ inch x 5 inch heavy-duty curtainwall profile complete with 6mm tinted Super- Grey tempered on 6mm Low-e tempered sealed glass units.**

- _ Above window frames come with [2] clear anodized interior /Black exterior aluminum operable awning windows with Super-Grey tinted on low-e tempered sealed glass units, mesh screens, crank handles and locks.**

- _ Supply and install [7] insulated aluminum panels over steel posts.**

- _ Perimeter foam insulation and exterior caulking included.**

- _ Boom & scaffolding to reach areas included.**

Wellington Windows and Doors

106 Jessie Ave.
Campbellville, ON
LOP 1B0



Appendix B: Installation and Materials Warranty

Curtain Wall:

5 Years- Installation (warranty applies to any defect or breakage of the product or product components due to improper installation)

15 Years- Materials (aluminum, sealed glass units, caulking, soffits)

EXCLUSIONS FROM WARRANTY

COVERAGE

This Limited Warranty does not apply to and Wellington shall not be liable for any failure, defect or damage resulting from or in connection with any of the following:

- Normal weathering and exposure to harmful chemicals, air pollutants and atmospheric conditions that may cause materials to gradually fade, chalk or suffer an accumulation of surface dirt or stains. These are normal occurrences and are not covered under this Warranty.
- Any defect, malfunction, or failure to perform that has occurred from unreasonable use or failure to perform reasonable or necessary cleaning and maintenance.
- Any damage to the window components or the window caused by settlement or structural defects of the permit
- in which they are installed.
- Any damage caused by wind, hail, lightning or other acts of God, intentional act, accident, negligence or exposure to harmful chemicals or pollutants, including the use of harmful cleaning solvents or abrasives. Any damage caused by painting or coating of materials not approved by Wellington in writing.
- Defects or breakage of a product or product component resulting from excessive thermal or physical stress, including, but not limited to, broken glass..
- Any window that has been repaired or tampered with by any person other than authorized representative of Wellington.
- Condensation on the windows, that may occur as the natural result of humidity within the house or building area and changes in the outside temperature, does not indicate a manufacturing defect and is not covered under this warranty.
- Any labour or installation costs associated with the replacement of warrantied materials.

In the event that Wellington obligations under this Limited Warranty is sought, the Owner must notify the Wellington in writing by registered mail or email and within thirty (30) days after the defect has first appeared



ENTRY DOOR SYSTEM **WARRANTY**

1. GLASS SEALED UNITS:

Five (5) years from the date manufactured against seal failure and pressure cracks. Using harmful solvents or abrasive materials to clean sealed units or painted surfaces will void warranty.

2. DOOR PANELS:

Woodgrain and Smooth Fiberglass Doors:

Limited warranty of ten (10) years on smooth and woodgrain fiberglass doors provided, they are installed plumb and square. Door warpage is only considered a defect when the deflection exceeds 8mm or 5/16. All fiberglass slabs require multipoint locking system or warranty will be void.

Steel Insulated Doors:

Limited warranty of ten (10) years on steel doors, provided, that they are installed plumb and square. Door warpage is only considered a defect when the deflection exceeds 8mm or 5/16. All 8 foot slabs require multipoint locking systems or warranty will be void.

3. PAINTED AND STAINED SURFACES

Stain Finish on Woodgrain Fiberglass Door:

Palma Door Systems provides, from the date of manufacture, a five (5) year warranty on stained fiberglass door panels against defects such as blistering or peeling. Uneven colouring is due to varying surface finish and is not classified as a defect in workmanship. Natural fading or damage done due to using harmful solvents or abrasive materials to clean any stained surface is not warranted. Due to normal weathering stained fiberglass products are subject to varying degrees of fading. The fading is beyond

Palmas control and does not constitute a defect. Therefore, we cannot guarantee an exact colour match in the event a component or product is required or replaced. All fiberglass doors must be resealed every two (2) years or the warranty is void.

Paint Finish on Smooth Fiberglass and Steel Insulated Doors:

Palma Door Systems provides, from the date of manufacture, a five (5) year warranty on painted smooth fiberglass and steel insulated doors against defects such as blistering, peeling and/or flaking. Natural fading or damage done due to using harmful solvents or abrasive materials to clean any painted surface is not warranted. Due to normal weathering coloured, vinyl products are subject to varying degrees of fading. The fading is beyond Palmas control and does not constitute a defect. Therefore we cannot guarantee an exact colour match in the event a component or product is required or replaced.

4. DOOR SWEEPS:

Palma Door Systems provides one (1) year warranty on door sweeps (under normal wear and tear conditions). Door sill must be installed level and free of debris, ice and snow buildup at all times or warranty will be void.

GENERAL EXCLUSIONS/LIMITATIONS ON LIABILITY:

1. Accident, abuse, misuse or neglect in handling, installation or operation, finishing, operation or maintenance.
2. Any third party product installed on top of a Palma Product, including storm/screen doors, exterior grilles, etc.

For more information go to: www.palma-door.com

APPENDIX C
TERMS & CONDITIONS

ALL SALES BY 11903128 CANADA INC. OPERATING AS WELLINGTON WINDOWS AND DOORS UNLESS COVERED BY A PRIOR EXISTING WRITTEN CONTRACT SIGNED BY WWD, ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. ANY TERMS IN A PURCHASE ORDER OR ANY OTHER CUSTOMER DOCUMENT WHICH ARE IN ADDITION TO, OR ARE DIFFERENT OR CONTRARY TO THESE TERMS, ARE HEREBY REJECTED.

1. **Parties:** These Terms & Conditions are accepted and agreed upon by 11903128 Canada Inc. operating as "Wellington Windows and Doors" ("WWD") and the Client identified on page 1 of this Agreement (the "Client").
2. **Agreement Documents:** The Agreement between the Client and WWD consists of the following documents (which are collectively referred to herein as the "Agreement"):
 - a. The Contract Summary;
 - b. Appendix A: Window Schedule
 - c. Appendix B: Installation and Materials Warranty
 - d. Appendix C: Terms & Conditions;
 - e. All drawings, plans, specifications, and material schedules which are now or by later agreement attached to this Agreement.
 - f. Any supplemental documents, modifications, or Change Orders executed by both parties after the date of the Contract Summary and the Client's acceptance of these Terms & Conditions.
 - g. Others (list):
3. **Period of acceptance:** The Contract Summary remains valid for a period of **30 days** from the date it was submitted. If not accepted by the Client as indicated by the Client's signature within 30 days, it shall be automatically withdrawn by WWD.
4. **Change Orders:** Once the Contract Summary is accepted as indicated by the Client's signature, if any on-site conditions or selections by the Client cause an increase or decrease from the quoted price, the changes will be adjusted with a Change Order signed by the Client and WWD, which shall constitute a binding amendment to the parties' Agreement.
5. **Schedule:** WWD does not guarantee completion or delivery of goods or services by an exact date. In the event that WWD delays or fails to deliver goods or supply services or both for any reason including but not limited to events beyond its control, change orders by the Client or any other action, inaction or interference by the Client, WWD is not liable to the Client for any damages of any type whatsoever, including aggravated, consequential, indirect or punitive damages.
6. **WWD Responsibilities:** WWD will supervise and be solely responsible for all construction means, methods, techniques and procedures to complete the project described in the Contract Summary and Appendix A: Scope of Work (the "Work"). Unless specifically agreed in writing, WWD will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for execution and completion of the Work. WWD warrants that all of the materials used in completing the Work will be new unless otherwise specified and that all work done in completion of the Work will be of good quality and in conformance with applicable building codes and laws.

7. **Subcontractors:** WWD will have sole discretion as to who it hires for subcontracted Work and shall be solely responsible for the conduct and performance of its subcontractors. WWD will furnish to the Client the names and addresses of each subcontractor employed to perform or supply Work for any portion of the Project.
8. **Payment and Delivery of Warranty:** The Client shall pay a 20% deposit upon signing this Agreement and further payment installments as stipulated in the Contract Summary. All deposits are non-refundable. All payments are subject to a 10% holdback to be held by the Client until completion of the Work. WWD reserves the right to charge monthly interest on overdue amounts, calculated from the due date for payments at the rate of 2% per month, compounded monthly (effective annual rate of 26.82%) on all amounts which are outstanding for more than 30 days after payment is due, until the date of actual payment, whether before or after judgment. In addition, the Client shall pay an administrative fee of \$500.00 plus all costs and expenses WWD incurred in collecting payment of any overdue amount or interest from the Client, including but not limited to actual legal fees, process service fees and court costs paid or payable by WWD. WWD may set off any amount owing from the Client to WWD against any amount due or owing to Client. WWD may at any time decline to make delivery or perform the Work if the Client has outstanding amounts that are overdue pursuant to this or any other Agreement between the Client and WWD.

The Client shall be provided with applicable warranty documentation only upon payment in full of all amounts owing to WWD.

9. **Personal Property Security Act:** The Client hereby grants WWD a purchase money security interest in the goods supplied by WWD to the Client pursuant to the Agreement, and in the proceeds of those goods, pursuant to the Personal Property Security Act (Ontario), as security for all amounts remaining unpaid by the Client pursuant to the Agreement. WWD may register financing statements pursuant to the Personal Property Security Act (Ontario) and the Client hereby waives its right to receive copies of such financing statements or any financing change statements. Client hereby acknowledges receipt of a copy of the Agreement.
10. **Insurance:** WWD has, and will continue to maintain, insurance coverage sufficient to protect WWD from the claims of workers under the *Workplace Safety and Insurance Act* and other employee benefit acts for damages because of bodily injury, including death, and from claims for damages to property (other than the Project itself) which may arise out of or result from WWD's work under this Agreement, whether such operations are conducted by itself or by any subcontractor or anyone directly or indirectly employed by WWD or any subcontractor. WWD shall obtain and maintain liability insurance sufficient to protect the Client against claims that arise from any operations under this Agreement.
11. **Limitations and Liability:** WWD is not responsible for concealed damage inside the wall which includes, but is not limited to, rot, water damage and insufficient framing. If rot is found around the work area, it is the responsibility of the customer to ensure that there is 3 feet of space from the window(s) or door(s). Before installation begins, the Client is responsible for the removal of window coverings (should there be any) such as blinds, curtains, curtain rods and brackets, and replacement of same after installation. In the event that a building permit is required, obtaining all permits becomes the responsibility of the Client.
12. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the Superior Court of Justice in the City of Guelph in the Province of Ontario shall have exclusive jurisdiction in all matters relating to the enforcement of this Agreement.
13. **Waiver:** Failure or delay in exercising any right under this Agreement shall not operate as a waiver of such right or affect this Agreement in any way. No waiver of any provision under this

Agreement shall be deemed a waiver of any similar or other provisions at the same time or at any subsequent time.

14. **Entire Agreement, Remedies, Modification, Severability, Assignment, Counterparts:** This Agreement which includes any Appendices and documents incorporated herein by reference sets forth the full and complete agreement between the Client and WWD regarding the Work and supersedes any and all prior or contemporaneous proposals, agreements, understandings, representations, statements and courses of conduct between the parties regarding the Work made prior to the execution of this Agreement. The remedies set forth in this Agreement shall be the sole and exclusive remedy for any breach of this Agreement. This Agreement may not be amended, modified or terminated except by a written document signed by the parties. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. This Agreement may be executed in several counterparts with the same force and effect as if executed in a complete document. Facsimile or electronically transmitted signatures will have the same force and effect as original signatures.

15. **Damages:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL WWD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT WILL COMPANY'S LIABILITY IN CONNECTION WITH THE PROVISION OF THE WORK OR OTHERWISE UNDER THIS AGREEMENT EXCEED THE ENTIRE AMOUNT PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR AN AMOUNT GREATER THAN HAS BEEN PAID TO IT UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.