

2024-April-24



TERMS & CONDITIONS

I. PAYMENT

THIS DOCUMENT IS NOT TO BE ALTERED OR CHANGED IN ANY WAY. THIS DOCUMENT INSTITUTES MAIN RULES.

IT SUPERSEDES ALL PRIOR ORAL AGREEMENTS.

IN THE CASE OF CONDITIONS AND CIRCUMSTANCES NOT COVERED BY THIS DOCUMENT ALL ADDITIONAL MATTERS WILL BE ADDED TO THE QUOTE OR SALES AGREEMENT AND NEED TO BE AGREED BY BOTH SIDES BY SIGNING THE CHANGES.

1. For sales and installation projects, purchaser will pay a minimum 40% non-refundable deposit of the sales agreement value with order (50% for sales only)

Cash, money order, certified cheque or E-transfers are acceptable.

2. Additional 40% of the sales agreement will be paid before setting up product delivery date. To start installation the remaining 20% of the sales agreement will need to be paid before we start installation.

For the last 20% part of the total contract payment cash, direct deposits or E-transfers are accepted only and funds need to be in Jacewicz European Windows Inc. before starting the installation. If the project requires hotel rental the price of the hotel and food will be added to the total.

If a client fails to make timely installation payment, (usually 1 week before we start installation) we reserve the right to move the client's installation to the end of the installation que. We will charge \$850 or more depending on location set up fee for each additional setup if we are forced to vacate the project due to nonpayment and come back later.

For sales only 50% deposit is required before sending order for production and the remaining 50% before scheduling the delivery date.

PLEASE NOTE-DUE TO ANTI-FRAUD BANK REGULATIONS, IT CAN TAKE UP TO 10 DAYS (OR LONGER DEPENDING ON PAYMENT FORM USED) TO HAVE FUNDS

AVAILABLE FOR THE ORDER. PLEASE KEEP THIS IN MIND WHEN ESTIMATING PRODUCT ARRIVAL TIME

E-TRANSFERS, DIRECT DEPOSITS AND CASH ARE THE FASTEST PAYMENT METHODS.

ACCEPTED PAYMENT METHODS ARE: CERTIFIED CHEQUE, BANK DRAFT, DIRECT DEPOSITS, INTERAC E-TRANSFER OR CASH PAID TO JACEWICZ EUROPEAN WINDOWS INC.

PLEASE HAVE A CHOSEN PAYMENT METHOD READY FOR PROCESSING AND (OR) PICK UP AS PER THIS DOCUMENT SCHEDULE.

IF NONE OF THOSE PAYMENT METHODS WORK WITH YOUR BANKING "CASH ON DELIVERY OR PICK UP" METHOD WILL BE USED BEFORE SCHEDULING DELIVERY OR PRODUCT PICK UP BY CLIENT. CLIENT CAN ARRANGE VIEWING OF THE PRODUCT IN OUR LOCATION BEFORE ISSUING SCHEDULED PAYMENT.

40% DEPOSIT REQUIRED WITH SALES AND INSTALLATION CONTRACTS

50% DEPOSIT REQUIRED FOR SALES ONLY CONTRACTS.

PLEASE NOTE- DELIVERY WILL NOT BE SCHEDULED AND PRODUCT WILL NOT BE RELEASED BEFORE DELIVERY PAYMENT IS PROCESSED AND THE FUNDS ARE AVAILABLE IN JACEWICZ EUROPEAN WINDOWS INC. ACCOUNT. THE PURCHASER WILL BE ABLE TO VIEW THE PRODUCT IN OUR HOLDING FACILITY BEFORE A DELIVERY DEPOSIT IS REQUIRED IF HE/SHE CHOOSE TO.

ISSUING OF THE PRODUCTION DEPOSIT BY THE CLIENT TO JACEWICZ EUROPEAN WINDOWS INC. CONFIRMS CLIENT AGREES WITH "SALES ONLY", "PROCESS" "TERMS AND CONDITIONS" "30 DAY DELIVERY WAIVER" AND ALL OTHER DOCUMENTS WHICH ARE LISTED ON WWW.EUROPEANWINDOWS.CA UNDER DOCUMENTS MENU.

II. TAXES

1. The purchaser is responsible for all applicable taxes. The purchaser will pay the appropriate adjustment, should there be a change in federal or provincial sales taxes after the date the contract is signed.

III. DELIVERY

1. Approximate delivery date can only be given after all details are confirmed, the contract is signed, and deposit has been made by the purchaser. Also, we must take into consideration possible delays by the shipping lines.

2. The purchaser must provide an authorized representative to accept and acknowledge delivery of goods at the place specified for delivery if he is unable to accept the goods in person.

3. Goods which do not comply with specifications, have shipping damage, must be noted on shipping papers on delivery.

4. Goods will be delivered to the area closest to the agreed place of delivery accessible by the delivery vehicle. Purchaser must ensure proper site access is available. Purchaser is responsible

for unloading of the product on “sales only “contracts. Jacewicz European Windows is not responsible for distribution of windows/doors to final installation location. We will do our best to use ladders and planks to install windows but if there are safety concerns and we must use professionally set up scaffolding, the price of scaffolding will be added to the total.

5. Jacewicz European Windows assumes no responsibility for damage, breakage, or loss during transit by others (if customer will schedule own delivery), such as common carriers. Claims against these carriers are the sole responsibility of the purchaser or consignee.

6. Client need to arrange product pick up (if delivery is done by the client) or schedule delivery (if done by Jacewicz European Windows Inc.) within one week from the date of product arrival to our storage facility or additional storage cost will be added. Delivery deposit needs to be deposited within one week of the date of product arrival to our storage facility. If client decide to store his/her product in our storage facility, additional storage fee of \$250 a month will be added to the contract total. Regardless of where the client’s product will be stored, delivery deposit needs to be deposited within one week of product delivery to our storage facility from Europe. There is a 50 cents/km fuel surcharge.

IV. DELAY

1. Any changes to the existing quote or order will affect cost and delivery dates.

2. The purchaser hereby releases Jacewicz European Windows from liability for any damage, additional expenses or loss suffered by the purchaser or a third party consequently of delay in delivery of goods for any reason whatsoever. This includes but is not limited to reasons for delays beyond the control of Jacewicz European Windows or its shipper.

V. GENERAL

1. All windows and doors supplied by Jacewicz European Windows are custom sizes and designs. No refund will be given on changes in sizes/designs, or cancellations after the signing of the Sales Agreement. Additional expenses incurred due to changed orders will be added to the contract amount.

Contracts with Aluplast 7000/8000 profile selection, in windows with configurations containing picture window (s) (E.g. Opener/picture in one frame) will be made using Aluplast 7000 profile for all elements of this configuration. Windows can have different ranges of tilt from each other, and this is normal operation, and it is not to be viewed as defective.

2. All sizes are heel sizes (frame sizes). It is the customer’s responsibility to ensure that sizes are adequate for RO sizes or brickmould sizes required. (NEW CONSTRUCTION OR INSTALLATIONS DONE BY OTHERS THAN JACEWICZ EUROPEAN WINDOWS INC.)

Product needs to be delivered to the client’s house or picked up by client if he/she prefers own transportation not later than 1 week from arrival of the sea container or storage charges in amount of \$250 a month will be added to the contract price.

3. The cost of cleaning glass/vinyl is not included in the contract price.

It is the client’s responsibility to take delivery of the product. After the product is delivered to the job site any damage will not be classified as a warranty issue.

The client is responsible for the protection of the product after installation.

If the client is using their own transportation for product shipping client is responsible for loading product on his/her vehicle and own insurance.

The client is responsible for allowing access from the inside and the outside and removing obstacles like furniture, decorative items, pictures and removing window coverings on the inside and barbeques, vegetation and any other obstacles allowing access to the windows/doors to be replaced. Any window covering left on the windows will be treated as unwanted and thrown out.

The client is responsible for ensuring parking space or parking permits for our vehicles.

4. Jacewicz European Windows assumes no responsibility for scratched/broken glass or window/door material once receipt of delivery has been confirmed.

Our glass units are very efficient and can develop some fogging on the outside side of the glass in certain weather. Please read Argon operation document on our website under “Documents” menu.

This is a normal Argon operation and is not to be viewed as a defect.

Satin glass will be marked MAT on the window drawings under the glass unit build.

It is the client’s responsibility to confirm satin glass positions and number of units required with Satin glass on window drawings.

5. Jacewicz European Windows assumes no responsibility for costs of “closing in” or “temporary glazing” due to delays.

6. Jacewicz European Windows will not be responsible for materials supplied or repairs done by third parties, unless previously authorized by Jacewicz European Windows Inc. Repairs or adjustments or any work done by non-authorized personnel will void the warranty.

7. Jacewicz European Windows’s warranty on its products is limited to replacement, at Jacewicz European Windows’s cost, of goods defective in material or manufacture.

The warranty shall not be extended to the costs of removing or replacing defective goods with replacement goods, damages for delay, or any other consequential damage whatsoever.

The cost of the material and wages in amount of \$85 will be charged in case of necessity to replace windows or doors. Final, “after installation adjustment” will be performed after the whole contract value and any additional work performed on top of the contract for work performed is paid. PLEASE NOTE-using windows and doors without “after installation adjustment” can damage the hardware and it will void the warranty.

8. If installation is performed by someone other, then Jacewicz European Windows Inc. installation warranty and product adjustments are the responsibility of the purchaser.

9. The warranty covers labor costs related to warranty work during the first year, as well as any adjustments required during that same year, if installation is done by Jacewicz European Windows Inc.

10. In case of the need to replace the glass unit related to warranty conditions, our client agrees to wait for glass replacement from Europe which will be shipped on the next container.

If our client requires faster glass replacement JACEWICZ EUROPEAN WINDOWS INC. will order the glass from the original supplier free of charge and the client will cover the shipping cost of the unit plus all costs associated with the shipment.

If the installation is done by someone else than Jacewicz European Windows Inc. the client is responsible for the cost of replacement of broken glass.

In the event of product deficiencies (any) missing hardware elements or any other missing parts the client agrees not to withhold any portion of the contract value payment and those deficiencies will be resolved under the warranty rules.

Also, due to supply/demand issues is possible for part of the order (complete windows or doors) to be shipped on the next container. In this case the client can withhold only the amount for the missing product and its installation cost.

11. Title and ownership of windows, doors and accessories shall remain in Jacewicz European Windows's name – at the purchaser's risk – until the entire sales agreement price, interest and all costs are fully paid in agreed and allowed methods of payment. The client agrees to entry on the client's property to all members of Jacewicz European Windows Inc. team until the project is finished and paid for in full.

The purchaser will not part with possession of product and will keep all materials in good condition and free and clear of lien and encumbrances.

In case of legal dispute, the client agrees to cover all legal fees and all other costs associated with the dispute. Jacewicz European Windows Inc. will not pay any cost to any third parties involved in the contract. Involving third parties to perform any kind of installation, adjustments or any other work not agreed to by Jacewicz European Window Inc. will void the warranty.

12. It is the purchaser's responsibility to make product selections that will satisfy the buyer.

13. Jacewicz European Windows does not accept charges or changes to product, signed contract or any documents of any kind unless agreed to in writing and signed for those changed or charges by Jacewicz European Windows Inc.

14. It is the purchaser's responsibility to confirm order details such as sizes, designs, quantities, egress, and tempered glass requirements. (NEW CONSTRUCTION OR INSTALLATIONS DONE BY OTHERS THEN JACEWICZ EUROPEAN WINDOWS INC.)

Also, it is purchaser responsibility to check laws governing use of windows/doors in province/territories of installation.

15. Window/door replacement installations do not include filling of holes or dapping cracks and it needs to be done by painters.

If a client requests painting to be done by our crew, it will be quoted separately, after installation of the product is finished and the whole contract amount is paid by the client.

16. We will do our best to avoid damage during window replacement but as window replacement is a very complex project any damage that can happen will not be charged to Jacewicz European Windows Inc. If a client asks Jacewicz European Windows Inc. to perform repairs, we will charge \$85/hr. for each worker plus material and transportation expenses for this kind of work.

The same rate and rules will be applied to damage discovered after removing old windows (water and other wall damages)

If due to the safety of our employes need for professional scaffolding or a lift arises, the cost of scaffold and lifts, set up and take down, delivery and return cost will be added to the contract total.

17. Jacewicz European Windows reserves the right to improve its products, change specifications, details, or prices without notice.

VI. ENTIRE AGREEMENT

1. This agreement together with specifications and drawings attached hereto constitutes the entire agreement between Jacewicz European Windows and the purchaser. It supersedes all prior oral or written representations and agreements and may only be modified in written agreement duly executed and signed by all parties to the Sales Agreement form. Any additional conditions not covered by this document will be added to notes in the sales agreement or quote and signed by both client and representative of Jacewicz European Windows Inc.

2. There are no representations, warranties, conditions, or liabilities either express or implied by statute, common-law or otherwise, except as provided in the Limited Warranty

3. Jacewicz European Windows's failure to enforce any provisions of this agreement will not be deemed a waiver of any of its provisions or rights.

If a portion of this agreement is held unenforceable, it will be construed in accordance with applicable law to reflect the original intentions.

4. Jacewicz European Windows Inc. will not allow any of its employees to disrespect or use abusive language or behavior against our clients during the installation.

We expect our clients to apply the same rule for treating our employees.

If a client uses aggressive behavior, or disrespects our employees in any way, we again reserve the right to vacate the project and move the client installation to the end of the installation que. In this case an additional set up fee of \$850 or more depending on location will be applied.

5. Due to big fluctuations in the material costs, the price of the material will be added to the cost during the installation progress, and payments will be required during the installation progress.

Client Name Printed

Krzysztof Jacewicz
Representative Name Printed

Client Signature

Representative Signature

2024-04-24
Date (YYYY MM DD)

2024-04-24
Date (YYYY MM DD)