



TERMS & CONDITIONS

I. PAYMENT

THIS DOCUMENT NOT TO BE ALTERED OR CHANGED IN ANY WAY

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 and to start installation. The remaining 20% of the sales agreement will need to be paid as installation work progresses.

For the last 20% part of the total contract payment cash, direct deposits or E-transfers are accepted only.

If client fails to pay progress payment we are reserving right to vacate the project and reschedule the next phase after payment is received.

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” AND “TERMS AND CONDITIONS” 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 of the contract.

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 is need to 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. Also, delivery deposit needs to be deposited within one week from the date of product arrival to our storage facility or an additional storage fee of \$250 a month will be added to the contract total. If a client decides to store his product in our facility, delivery deposit must be paid by the client as soon as the product is delivered from Europe to our facility. 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 as a consequence 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.

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 prefer 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 client is using own transportation for product shipping client is responsible for loading product on his/her vehicle.

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. 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.

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 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.

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, client agrees to wait for glass replacement from Europe which will be shipped on the next container.

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

In case of product deficiencies (any) noted on delivery forms, 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 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 purchaser will not part with possession of product and will keep all materials in good condition and free and clear of liens and encumbrances.

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 holes or dapping cracks and it need to be done by painters.

If client requests painting to be done by our crew, it will be quoted separately.

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 requests to perform repairs, we will charge \$80/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.

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.

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.

Client Name Printed

Krzysztof Jacewicz
Representative Name Printed

Client Signature

Representative Signature

Date (YYYY MM DD)

Date (YYYY MM DD)