

DISCLOSURES

ORDER #:

3525 Hyland Ave, Ste 130

TIME / DATE:

Costa Mesa, Ca, 92626

1(949) 677-4632

PREPARED FOR:

DEALER REP:

SHIP TO ADDRESS:

PROJECT NAME:

Order Disclosures

We want to make sure your Pacific Elite Windows, LLC ("Pacific Elite") windows and doors are ordered correctly and that you ("Buyer") have a positive experience with Pacific Elite. Please review the order disclosures below and sign where indicated to confirm Buyer's understanding. If Buyer has any questions, please contact Buyer's Pacific Elite sales representative or Pacific Elite directly at +1(949)677-4632 before approving an order. Thank you.

- Buyer acknowledges sole responsibility for review of architectural details for Pacific Elite products (available at www.pacificelitewindows.com) and application to Buyer's construction, including but not limited to threshold transitions and threshold options. Guide channel only and inswing threshold options are not rated for weather exposure and we recommend that openings be well protected from the weather with overhangs. These options should not be used for applications where there is a risk of contact with significant wind or water conditions. Consideration, design, and implementation of water drainage from floor channels is Buyer's responsibility. Pacific Elite products, once installed, are subject to conditions beyond our control and beyond testing performed, including quality of installation and frame flashing, variable adjustment, and exposure to weather conditions. Although designed to be weather resistant, due to such conditions, we cannot guarantee that Buyer's Pacific Elite products are impervious to air or water infiltration.
- Window, door and screen configurations are viewed from the outside Buyer's signature on the shop drawings signifies the Buyer's approval of the configuration shown (including left or right or outswing and inswing) and swing door application. There must be an odd number of door panels in either direction to have a "daily" or swing door with a lever handle and locks that can be operated from both inside and outside. Door configurations cannot be changed after order without a new system charge.
- Pacific Elite products are delivered in parts and require Buyer unloading and assembly.
- Pacific Elite products must be installed by a qualified and licensed contractor or certified professional installer, experienced with weather sealing and installing doors and windows. Pacific Elite does not assume any obligation for installation or liability resulting from faulty installation.
- Buyer has read, and understands and agrees to, our Terms and Conditions of Sale.
- By its signature below, Buyer acknowledges that it has read, and understands and agrees to, the Pacific Elite Limited Warranty, including installation and maintenance requirements, and the Pacific Elite Terms and Conditions of Sale, a copy of which is attached.

Check if Buyer's doors will be located in high altitude (above 5000 ft).

Check if Buyer's doors will be located within five (5) miles of a seacoast environment.

Printed name _____ . Title _____



Authorized Signature Required

Date

ORDER #:

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PAGE: _ of _

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TERMS DETAILS

Buyer confirms having read, and hereby accepts, these Terms and Conditions of Sale (these "Terms"), which are applicable to each order ("Order") placed with PACIFIC ELITE WINDOWS, LLC ("Pacific Elite", "us", "our" or "we"). Pacific Elite's acknowledgment and acceptance of Buyer's Order are expressly limited to and made conditional upon Buyer's acceptance of these Terms and any quote Pacific Elite previously furnished to Buyer. Buyer will be deemed to have agreed to these Terms if Buyer accepts any portion of the product(s) Buyer orders from Pacific Elite. If Buyer provides us with any pre-printed terms and conditions that appear on any Order or other form document, they will be of no force or effect unless we agree expressly in writing to modify these Terms or to state that these Terms will not apply.

Quotes and Orders

Quotes are valid for thirty (30) days. We may re-price an expired quote and reserve the right to change prices without notice. Buyer shall verify the accuracy and completeness of Order documents and we are not responsible for additional items omitted from the Order documents signed by Buyer whether implied or otherwise suggested. Buyer accepts responsibility for errors if Buyer fails to notify Pacific Elite of any discrepancies immediately upon receipt of a written acknowledgment of the Order from Pacific Elite, and in any event prior to commencement of production of Buyer's Order.

Pacific Elite will prepare shop drawings based on Buyer's Order, including product specifications and payment terms. Product specifications shall include the window and/or door type(s), amount(s), color(s), size(s) and swing direction(s). Orders will begin production after Buyer executes the shop drawings and fulfills the payment terms set forth therein (as more fully described below under "Payment and Terms"). Once Buyer executes the shop drawings, Pacific Elite is no longer liable for incorrect sizing or swing directions. Buyer is responsible for any mistake in the shop drawings not identified and corrected before production.

Buyer must inspect Pacific Elite products prior to installation for any failure to conform to the product specifications in the shop drawings and promptly notify Pacific Elite of any such non-conformance. Buyer's failure to discover and report any nonconformity prior to installation of the products will constitute a full and complete waiver of any claim by Buyer for non-conformance. In no event will Pacific Elite be responsible for labor or cost of labor for removal or installation of any product.

Orders cannot be changed or canceled without our prior written consent. If the Order is changed or canceled after release for production, the change or cancellation fee will be based on manufacturing costs incurred, including reasonable markup for overhead and profit as determined by us. Any Orders issued by Buyer are informational only and are not binding upon Pacific Elite. These Terms shall supersede any provisions of Buyer's Order.

Payment and Terms

Unless otherwise agreed upon by us in writing, payment in an amount totaling 10% of the total purchase price shall accompany the Order to initiate shop drawings, payment in an amount totaling 50% of the total purchase price shall be payable upon the signing of the shop drawings to begin production, and the balance of the purchase price shall be due and payable within fourteen (14) days of delivery to the job site. All Orders will include the price per cost of goods and duty, shipping and sales taxes. Buyer will be required to pay sales tax, unless a Buyer is able to provide proof of exemption. For resellers, a current signed resale certificate must be on file or sales tax will be charged. Buyer will pay any taxes not invoiced. All currency is to be paid in U.S. dollars.

All Orders and payments are to be received by Pacific Elite. We reserve the right to withhold release of product until funds clear the bank. Buyer agrees to pay a finance charge of 1.5% per month (an annual percentage rate of 18%) or maximum rate allowed by law on all amounts more than thirty (30) days past due.

Upon acceptance of the product, Buyer shall grant to Pacific Elite a purchase money security interest in the product and any proceeds thereof as a security for Buyer's obligations to pay any unpaid portion of the purchase price, and Buyer agrees to execute any financing statement or other instrument reasonably required by Buyer to perfect such security interest. Additionally, if any portion of the purchase price is not paid by Buyer, we may place a mechanic's lien on the subject property for amounts owing and other damages and costs allowed by law. In the event Buyer becomes insolvent or breaches any provisions hereof, we have the right to (i) stop delivery of the product, or (ii) if the product has been delivered to Buyer, reclaim possession of the product from Buyer.

Delivery, Title and Risk of Loss

Pacific Elite shall make every reasonable effort to meet shipment dates communicated, but will not be liable for any loss, damage, incidental, consequential or other damages due to delays. Storage fees apply for shipments deferred at Buyer's request. Title and risk of loss to products passes to Buyer on shipment from our facility or the date that storage fees start. Loss or damage that occurs after title of product passes to Buyer is the responsibility of Buyer.

Products are generally shipped through a common carrier. Doors and frames are delivered in parts and assembled at the destination. Buyer acknowledges that all deliveries are curbside service only and will require the use of a Sky Track to unload. Delivery may require Buyer to remove exterior packaging materials and/or carry door panels and frame components from a delivery truck to suitable locations onsite. Buyer acknowledges the weight of Pacific Elite windows and doors and of certain components thereof. Buyer agrees to inspect the product immediately upon receipt and document any damages upon delivery from the delivery truck. Buyer agrees to notify the Pacific Elite customer service department within 14 days in writing, and provide proper documentation related thereto, if any of the products are missing or damaged from shipping or do not conform with the product specifications set forth in the executed shop drawings.

Installation and Maintenance

To ensure the highest performance of our products and prevent damage, our products must be stored, installed, and maintained in accordance with acceptable professional practice and any supplied instructions. We are not liable for any defects or problems related to installation. Pacific Elite is entitled to attorney's fees, expert fees, and testing fees regarding any dispute over the installation of its product. Our product requires expertise with waterproofing and installation of box frame windows and doors.

Our pricing does not include installation, finishing or any other post-shipment services. Buyer is responsible for finding a suitable licensed installer. Pacific Elite may provide Buyer with contact information for suggested installation professionals, upon request. Buyer releases Pacific Elite from any all liability associated with installation. Buyer acknowledges that any Pacific Elite-provided installers are independent of Pacific Elite and hereby releases Pacific Elite from any and all liability associated with the installation.

Limited Warranty and Disclaimer of Implied Warranties

A copy of our Limited Warranty is available for review upon request. Buyer agrees that it has read our Limited Warranty, understands it and is bound by its terms and agrees to provide a copy of the Limited Warranty to the original owner of the structure into which the product is installed.

Our limited warranty sets forth our maximum liability for our products. No one is authorized to modify or expand this limited warranty. The absolute limit of our liability is the product purchase price from Pacific Elite. We shall not be liable for special, indirect, consequential, incidental, or punitive damages of any kind and all such claims are waived to the fullest extent permitted by applicable law. Buyer's sole or exclusive remedy with respect to any and all losses and damages resulting from any cause whatsoever is as specified herein. All Pacific Elite products are sold "as is" and as such Pacific Elite disclaims any and all implied warranties. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and of fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. The entire risk as to the quality and performance of the goods is with Buyer. If state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein.

Building Codes, Engineering and Design Considerations

As regulations governing the use of windows and doors vary widely, it is the sole responsibility of the architect, building owner, contractor and/or Buyer to ensure that the products and options selected conform to all applicable codes and regulations, including federal, state and local. We disclaim any and all responsibility or liability for these obligations, and Buyer releases and discharges us from each and all of these obligations, and from any related liability.

Force Majeure

Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain material, equipment or transportation, and any other similar or different contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under these Terms shall be reduced by the quantity so omitted. If, due to any such occurrence, Pacific Elite is unable to supply the total demands for any material specified in these Terms, Pacific Elite shall have the right to allocate its available supply in a fair and equitable manner. In no event shall Pacific Elite be obligated to purchase material from others in order to enable it to deliver material to Buyer hereunder.

Venue and Law

These Terms and all disputes and suits related thereto shall be governed, construed, and interpreted in accordance with the laws of the State of California. All actions or proceedings relating to these Terms shall be maintained in a court located in Orange County, State of California, and Buyer and Pacific Elite hereby consent to the jurisdiction of said court and waive any objection to such venue.



Signature Required

Date