

Sales Contract

www.windowmakersinc.com

317-910-7894

This sales contract is a binding agreement setting out the terms and conditions under which Window Makers will provide you window repair and restoration services. Your signature below indicates that you understand and agree to these terms and conditions.

Customer and Window Makers agree as follows:

1. Scope of Services. Window Makers will perform work for you in accordance with the scope of work listed on our services page at in our Work Order which must be approved.

2. Price. The quote we provided you is the actual price you pay depending upon what you choose to have us do. We have prepared this quote after consulting with you and inspecting your areas of concern. Should you make changes to your quote after we begin work, your initial price may be more or less than the price originally quoted. Changes made after work begins will be noted on an installer's field work order and approved by you prior to completion of changed work.

3. Payment Terms. A 30% down payment is required for any work in excess of \$1,000.00. Payment of the balance of work is due in full immediately upon completion. Your quote and any accompanying changes to your quote together with this Sales Agreement shall serve as notification of your balance and you are required to pay immediately. If an inspection by a spouse or owner's agent is required prior to payment in full, the

spouse or owners agent must be present at the time of work completion without exception. Unpaid balances not paid within 5 business days of work completion will be assessed interest at 30% per month compounded until paid in full. For your convenience we accept cash or personal check made payable to Howard Hampton

4. Cancellation. With your request for service we are allocating materials and reserving a working date(s) to perform your work for which time and materials would otherwise be reserved for others. By reserving said time and materials in advance without full payment, Window Makers will hold you responsible to accept and adhere to these terms of sale. Down payments (if received) are not refundable if special order materials such as sashes and/or glass have been ordered and put into production. Full retail value of said materials will be deducted from your deposit and the difference refunded. Down payments are not refundable if work is cancelled less than 1 business day before commencement.

5. Access and Scheduling. New work will not be scheduled until a signed Sales Contract is received by us together with your deposit of 30% for work over 1000.00. Personal checks should be made payable to Howard Hampton. Access to your home is required during normal business hours (8 am to 5 pm, M-F). You are not required to be present during our work, but we will not work should there be minors present without adult supervision. You are required to provide a 5 foot clearance on the interior and a 3 foot clearance on the exterior to access windows we are working on.

We will not move any of your personal belongings and reserve the right to reschedule your work should access be restricted.

6. Glass Breakage and Seal Failure Disclaimer. In the event that the restoration requires

removal of any components adjacent to a glass surface, the glass surface may break. This applies to direct set picture windows, radius taps, and any fixed glass where removal of the wood/composite glass stop is required. While we use great care and effort not to break glass, breakage and glass damage may be unavoidable. Aged glass thermal seals are vulnerable to failure when exposed to movement and vibration. This may occur during our work. We cannot be held responsible for any breakage or damage to glass and shall have no responsibility to repair or replace glass damaged during our work.

7. Water Leak Disclaimer. While our work may resolve pre-existing water leakage through a window. In some cases leaks may still occur. We take great care to caulk and seal window frames to prevent water infiltration through or around the window unit. However, water leaks may still be present due to some other cause. We shall not be responsible for investigating or resolving water leaks at your premises unless quoted.