

Contract - Detailed

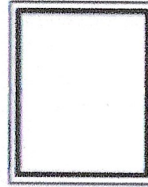
Pella Window and Door Showroom of Plymouth
 13810 24th Ave N Suite 430
 Plymouth, MN 55441
 Phone: (952) 915-6080 Fax:

Sales Rep Name: Ohland, Chris
 Sales Rep Phone: 612-840-7972
 Sales Rep Fax: 763-355-1349
 Sales Rep E-Mail: OhlandCR@Pellamn.com



Customer Information	Project/Delivery Address	Order Information
Jason Ostrowski 8290 Kingslee Rd Minneapolis, MN 55438-1253 Primary Phone: (612) 8025579 Mobile Phone: Fax Number: E-Mail: jo_tennis@msn.com Great Plains #: 1006773116 Customer Number: 1010612977 Customer Account: 1006773116	Ostrowski, Jason 8290 Kingslee Rd Lot # Minneapolis, MN 55438 County:	Quote Name: Garage and Hallway Windows Order Number: 789COHVJR Quote Number: 15646260 Order Type: Installed Sales Payment Terms: 12 Months NI, NP 84 Months Tax Code: NALABOR Quoted Date: 6/15/2022

Line #	Location:	Attributes	Qty
10	Garage	Pella 250 Series, Direct Set, Fixed Frame, Fossil White	1



PK #
2118

1: Size Non-Standard Size Fixed Frame Direct Set
 General Information: Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
 Exterior Color / Finish: Fossil White
 Interior Color / Finish: Fossil White
 Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.60, CPD PEL-N-209-00049-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11
 Grille: No Grille,

Viewed From Exterior

INSTARMINR010005 - Full Frame - LF Installation Qty 12
 QUOMATMINM040039 - Fossil - Coil Stock Option Qty 12

Line # Location:

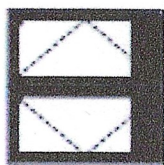
Attributes

15 Hallway

Lifestyle, 2-Wide Casement, With HGP, Fossil

Qty

1



PK #
2118

Viewed From Exterior

1: SizeNon-Standard Size Left Casement

General Information: No Package, With Hinged Glass Panel, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Standard Enduracrad, ~~Fossil~~ **White**
Interior Color / Finish: Black Stain Interior

Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hinge Panel: Clear, Tempered

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Limited Opening Hardware, No Integrated Sensor

Screen: Full Screen, Black, InView™

Unit Accessories: Snap-In Between-The-Glass Blind Bottom-Up, Black, Manual

Performance Information: U-Factor 0.25, SHGC 0.22, VLT 0.41, CPD PEL-N-245-00103-00001, Performance Class LC, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Clear Opening Width 14.5, Clear Opening Height 49.875, Clear Opening Area 5.022135,

Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: No Grille,

Vertical Mull 1: FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20, Overall Thru Direction- Vertical

2: SizeNon-Standard Size Right Casement

General Information: No Package, With Hinged Glass Panel, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Standard Enduracrad, Fossil

Interior Color / Finish: Black Stain Interior

Glass: Insulated Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hinge Panel: Clear, Tempered

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Matte Black, No Limited Opening Hardware, No Integrated Sensor

Screen: Full Screen, Black, InView™

Unit Accessories: Snap-In Between-The-Glass Blind Bottom-Up, Black, Manual

Performance Information: U-Factor 0.25, SHGC 0.22, VLT 0.41, CPD PEL-N-245-00103-00001, Performance Class LC, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Clear Opening Width 14.5, Clear Opening Height 49.875, Clear Opening Area 5.022135,

Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: No Grille,

INSTARMINR010005 - Full Frame - LF Installation	Qty	18
PREFINMINM010011 - Pella - Single Type Trim Prefinish Bright White	Qty	18
QUOMATMINM010050 - 2-1/2" Ranch - 1 Pine Option	Qty	18
QUOMATMINM040039 - Fossil - Coil Stock Option	Qty	18

Line #	Location:	Attributes	Qty
20	Discount	\$750 Off Project	1

Line #	Location:	Attributes	Qty
25	Price Lock	Price Lock	1

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insyncive Products are covered by the Pella Insyncive Products Software License Agreement and Pella Insyncive Products Privacy Policy in effect at the time of sale, which can be found at [Insyncive.pella.com](https://www.pella.com). By installing or using Your Insyncive Products you are acknowledging the Insyncive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](https://www.pella.com/ARBITRATION). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.pella.com/ARBITRATION).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for

any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Pella General Installation Review

Pella Will:

- Install smoke detectors and carbon monoxide detectors per code as needed
- Deliver and unload products purchased per contract
- Place drop cloths on work area flooring
- Remove interior and exterior trim if necessary
- Provide all equipment and materials necessary to install new products
- Inspect all products purchased per contract
- Install all products per contract
- Insulate and caulk around products
- Verify that all products installed are in good working order
- Remove drop clothes, vacuum, and remove all debris
- Remove all old products from premises upon completion
- Secure building permit
- Remove all stickers from products installed

Homeowner Will:

- Make final payment to Pella upon delivery of product and prior to start of installation.
- Be responsible for obtaining any approval of the Project required by any homeowners association or architectural committee
- Display building permit if needed
- Prior to installation remove existing shutters and awnings. Reinstall them after installation is complete.
- Cut back or tie trees, bushes and shrubs two feet from exterior wall
- Prior to installation arrange to have alarm system disconnected and re-installed after installation is complete.
- Arrange to have any plumbing and/or electrical repairs or changes made by appropriate licensed contractor prior to install date
- Provide site electricity for power tools
- Prior to installation remove existing window treatments and reinstall them after installation is complete.
- Remove and reinstall hangings from wall, collectables and other knick knacks
- Remove and reposition furniture in work area (approx 6 feet)

- Have pets controlled so they do not get loose
- Homeowner will be present on last day of installation for final walk through with Installer
- If needed complete repainting or wallpapering of the wall
- Paint or stain product except to the extent factory finished products are selected or Seller finishing is selected
- Repair any deteriorated wall areas or structural deficiencies that prohibit safe and efficient installation
- Fill nail holes of unfinished products

Pella Northland
Installed Sale Agreement
TERMS AND CONDITIONS
License #20165884

ARTICLE 1 - SCOPE OF WORK. Pella Northland shall provide and install the products and accessories and provide the services described above on premises of the Buyer(s) identified as the Project/Delivery Address (the "Property").

All work to be performed during normal working hours of 7:00 a.m. to 5:00 pm Monday-Friday, unless other arrangements are made. Depending on the Buyer(s)' product choice and the required installation method, Seller cannot guarantee that the newly installed Pella product will line up with the original paint line or wallpaper, and the new Pella product may result in less visible glass area than that of the original product. Final sizes may vary to ensure proper fit and to meet installation specifications.

ARTICLE 2 - PRICE AND PAYMENT TERMS. Buyer(s) agrees to pay Seller the amount set forth in this Contract (the "Contract Price") and any sums due in addition for taxes, in the case or other charges expressly allowed under the Contract. The Contract Price does not include any taxes, including sales, consumer, use and similar taxes. Sales taxes shall be added to the Contract Price for product only purchases. Buyer(s) shall deposit (the "Deposit") with Seller immediately upon execution of this Contract the amount set forth on the last page of this Contract. The Buyer(s) shall pay the remainder of the Contract Price immediately upon delivery of product and prior to installation. If the Buyer (s) fails to pay all amounts when due, the Buyer(s) agrees to pay a finance charge on the unpaid balance at the lesser of 1% per month or the maximum rate allowed by state and local law upon the earliest date allowed by state and local law. If the Buyer(s) fails to pay any amount due under this Contract, the Buyer(s) agrees to pay reasonable attorneys' fees and collection costs and expenses that Seller incurs in enforcing its rights to payment under this Contract. **As required by Minnesota Lien Law, Pella Northland hereby gives notice of its lien rights as a provider of goods and services to the improvement of Buyer(s)' real property and of its intention to assert those rights in the event Buyers fail to make payment for the goods and services furnished as required by this Contract.**

ARTICLE 3 - CANCELLATION. BUYER(S) MAY CANCEL THIS CONTRACT BY GIVING SELLER WRITTEN NOTICE TO SELLER PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. If Buyer(s) cancels the Contract after the third business day, the Buyer(s) forfeits the entire Deposit. Furthermore, if this Contract provides for product specially made or the product has been delivered to the job site, the Buyer(s) agrees to pay the entire Contract Price and taxes attributable to the products as liquidated damages. In such event, Buyer(s) will be entitled to keep the products.

ARTICLE 4 - CHANGES. Any notice or instruction from Buyer(s) received after execution of this Contract, which has the effect of changing the terms or scope of this Contract will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of the change by Seller in writing. Deletion of specific Goods shall be subject to the terms of the Cancellation provision of these Terms and Conditions.

ARTICLE 5 - ACCEPTANCE OF WORK. All work performed and materials supplied under this Contract shall be deemed in full compliance unless Seller is notified by Buyer(s) in writing to the contrary within five (5) days following substantial completion of installation.

ARTICLE 6 - TIME FOR COMPLETION. The work described under the terms of this Contract shall begin on or about the date indicated. Seller shall provide Buyer(s) with at least seventy-two (72) hours notice of the commencement of work on the Project. Seller shall make reasonable effort to complete the Project in a timely manner but there

is no guarantee that shipment and installation will occur on the proposed date. Seller, installer and Pella shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment or delay in installation for any reason.

ARTICLE 7 - PROBLEMATIC SITE CONDITIONS . If Seller is aware of conditions that make installation difficult, inefficient, or otherwise compromise the performance of the Products, including such conditions as water infiltration, mold, damaged or rotted framing or structural members, termites, wiring, or plumbing that must be moved, construction defects, lead paint, or asbestos, Seller shall have no obligation under this agreement to repair such conditions, but Seller may notify Buyer(s) of such conditions and the Contract Price shall be amended for any cost increases resulting from such conditions. If, in Seller's opinion, site conditions render performance hazardous or impracticable, it shall so notify Buyer(s) and the Contract may be terminated pursuant to Article 8 of this Contract. Seller may become aware of such conditions but is not responsible for discovering such conditions, determining the extent of such conditions, repairing such conditions or notifying Buyer(s) of such conditions.

ARTICLE 8 - SELLER'S TERMINATION. Seller, in its sole discretion, may terminate this Contract if the work is stopped for a period of thirty (30) consecutive days through no fault of Seller, or for conditions described in Article 7 above or if Buyer(s) defaults on any of its obligations contained in this Contract and does not cure said defaults within a reasonable period of time. In the event of such termination, Seller is entitled to recover from Buyer(s) such remedies as set forth under the cancellation provision (Article 3) contained in this Contract and any sums owed under the Contract, including the recovery of reasonable attorneys' fees incurred in the exercise of Seller's rights under this Contract.

ARTICLE 9 - WARRANTY AND LIMITATIONS . Seller warrants the installation services only as set forth in the Seller's Installation Limited Warranty and Service Agreement, which is made a part of this Contract. The Seller's Installation Limited Warranty and Service Agreement, is available from Seller upon request and may (but need not) be attached hereto or enclosed herewith. All product warranties for products manufactured by Pella or others are direct from Pella or others, respectively. Seller also agrees to service the Pella products purchased by Buyer(s) for an 8-year period starting from the date of the expiration of the Installation Limited Warranty pursuant to the conditions and limitations set forth in the Service Agreement, which is made a part of this Contract. Pella warrants its products only as set forth in Pella's separate product limited warranties, which are made a part of this Contract. The product limited warranties for Pella products are available from Pella upon request and at www.pella.com/warranty, and may (but need not) be attached hereto or enclosed herewith. Other manufacturer warranties can be obtained directly from such manufacturer.

Certain Pella products contain a factory finish. If the products purchased by Buyer(s) contain a factory finish, this finishing will be warranted as part of Pella's Product Warranties. These warranties are available at www.pella.com/warranty <<http://www.pella.com/warranty>>. Seller's or Pella's stain and paint color samples are produced as accurately as possible; however, actual colors may vary from these samples and from batch to batch. Because wood is a natural product, each window or door will display its own personality with regard to variation in color, texture, and grain pattern. Natural wood variations include distinctive grain patterns or unusual shadings and color. Buyer(s) may have been shown stain and paint samples in the color of Buyer(s)' choosing that show some, but not all, of the possible variations that can occur during the finishing process. Due to the nature of using natural products, Seller or Pella cannot be responsible for the actual degree of variation that occurs in Buyer(s)' window or door purchase. If the Buyer(s) elects finishing by the Seller, Seller warrants the finishing only as set forth in the separate 2-Year Finishing Warranty. The 2-Year Finishing Warranty is available from Seller upon request and may (but need not) be attached hereto or enclosed herewith. Where applicable, all terms and limitations of the 2-Year Finishing Warranty are made a part of this Contract as if expressly set forth herein. If finishing is not selected from the Seller or from the factory, Buyer(s) is responsible for finishing.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR PELLA OR ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR WORK. THIS INCLUDES, BUT NOT LIMITED TO: ANY DEFECT OR DEFECTS IN MATERIALS, IMPROPER INSTALLATION, BREAKAGE OR BURSTING LEAKAGE.

ARTICLE 10 - WAIVER OF SUBROGATION . Buyer(s) waives all rights to recover against Seller any losses covered by Buyer(s)' property insurance and waives all rights of subrogation for losses to the extent covered by insurance.

ARTICLE 11 - LIMITATION OF SUITS

. Any controversy or claim arising out of, or relating to, the sale and/or installation of Products must be commenced within one (1) year after the cause of action has accrued.

ARTICLE 12 - SUBCONTRACTORS . Seller may contract with subcontractors to perform some or all of the installation work. Buyer(s) authorizes Seller to utilize subcontractors for all or any portion of the work.

ARTICLE 13- MISCELLANEOUS PROVISIONS . Seller offers this service and products, and Buyer(s) accepts them, subject to the foregoing conditions of sale and limitations of warranty and liability, which may be modified only by written contract signed by a duly authorized representative of Seller. This Contract contains the entire understanding of the parties concerning the subject matter hereof and supersedes all previous understandings relating thereto, whether oral or written. If any one or more of the provisions of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Contract shall not be affected. Buyer(s) may not assign this Contract, in whole or in part, without prior written consent of Seller. This Contract shall be governed by and construed in accordance with the laws of the state of Minnesota. Buyer(s) also agrees that jurisdiction and venue for said legal action shall be with the Judicial Circuit Court, Hennepin County, Minnesota. Buyer(s) waives its right to a trial by jury on any claim or dispute between the parties.

**Pella Northland
15300 25th Ave N Suite 100
Plymouth, MN 55447**

This sales agreement consists of and is subject to the Terms and Conditions set forth on subsequent pages of this document as well as the terms and conditions of the applicable Pella Products Limited Warranties available at www.pella.com/warranty < <http://www.pella.com/warranty> > and Seller's Installation Limited Warranty and Service Agreement and Seller's Finish Limited Warranty (if Seller is providing finishing services) and referred to collectively as the "Contract". Please read the entire Contract carefully before signing. Contract must be signed within thirty (30) days of the Quoted Date for pricing to remain firm. Contract becomes binding only upon execution by Pella Northland ("Seller") management.

If the home was built prior to 1978, the Buyer(s) has been provided with a "Protect your Family from Lead in your Home" brochure. (int.) *AK*

Buyer(s) understands the Pella Care Guarantee is the Seller's Installation Limited Warranty and Service Agreement and Pella Product Limited Warranty(ies) (int.) *AK*

Buyer(s) has received the Seller's Installation Limited Warranty and Service Agreement for Pella products (int.) *AK*

Buyer(s) has received the Pella Products Limited warranty or reviewed at www.pella.com/warranty < <http://www.pella.com/warranty> > (int.) *AK*

The Buyer has received their right to cancel within the terms and agreement of this contract (int.) *AK*

Seller is doing finishing, Product is finished by Pella, and the finish is covered as set forth in the Pella Limited Product Warranty(ies) and Buyer(s) has received the Seller's Finish Warranty (int.) NA
Buyer has reviewed and approved all prefinish selections (int.) NA
Product is not finished by Seller or Pella and Buyer(s) will undertake prompt finishing in accordance with applicable instructions (int.) NA

I have reviewed each line on the contract with the sales representative and clearly understand the hinging, venting and color is correct, and all products are viewed from the exterior (int.) NA

Please Read All Applicable Warranties Before Signing as The Terms May Condition or Limit Your Rights Under This Contract

Pella Northland is committed to you being very satisfied with all aspects of our products and installation. You will be receiving a survey to verify if we achieved our goal. Please take time to return the survey.

Pella® Window and Door

Installation Limited Warranty and Service Agreement

IMPORTANT NOTICE: Read this entire Warranty and Service Agreement before the installation of Pella Corporation ("Pella") products pursuant to a Pella Sales Agreement. By agreeing to the installation of Pella products under a Sales Agreement, you are acknowledging that this Warranty and Service Agreement is part of the terms of sale.

If you ("Buyer") entered into a Sales Agreement with a Pella Sales Branch ("Seller") for the sale and installation of Pella products into your existing home ("Covered Installation"), this Pella Installation Limited Warranty ("Installation Warranty") and Service Agreement ("Service Agreement") (collectively "Warranty and Service Agreement") applies. This Installation Warranty does not apply to product defects. Product defects are covered under the applicable product warranties. Buyer should review the applicable Pella product warranties for warranty coverage and limitations applying to Buyer's Pella products. The Service Agreement may apply for limited purposes to product defects as more fully set forth below. This Warranty and Service Agreement does not extend to any non-Pella products installed by Seller. This Warranty and Service Agreement may apply to product finishes or finishing performed by Seller or Pella but only to the limited extent set forth below. Finish applied by Pella may be covered under the applicable product warranties. Moreover, if you selected the Seller finished products option in your Sales Agreement, your purchase may also be subject to a Finish Limited Warranty. Buyer can review current product and finish warranties at pella.com/warranty or obtain copies from Seller. The proper finishing, care and maintenance of Pella products are important to assuring that Pella products will perform year after year. Please go to pella.com/warranty for additional finishing, care and maintenance information.

Installation Warranty.

Seller makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. With the exception of Storm Doors, Seller warrants that all installation work performed as a part of a Covered Installation will be free of Installation Defects for a period of two (2) years from the date of substantial completion of the original installation. An "Installation Defect" is an error that significantly impairs the proper operation of a Pella product. If Seller is given Prompt Notice (as defined below) of an Installation Defect within two (2) years from the date of substantial completion of the original installation, Seller shall, at its sole option: 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Seller determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the defective unit(s) including the price of installation.

Service Agreement.

Seller offers the following Service Agreement for Covered Installations, subject to the stated conditions and limitations. With the exception of the Pella products expressly identified in this paragraph, Seller agrees to service Pella products installed in your existing home for a charge as outlined in the paragraph below. Seller shall service Covered Installations where Buyer gives Prompt Notice (as defined below) of the need for service within eight (8) years from the date of the expiration of Installation Warranty as long as the need for service is due to an Installation Defect or Product Defect. A Product Defect is a defect that significantly impairs the proper operation and function of your Pella products and is covered under the applicable Pella product warranty. Upon these conditions being met, Seller shall furnish labor to repair or replace the Pella products subject to service. In lieu of repair or replacement, Seller may, at its sole option, choose to refund the

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

original purchase price of the units that Seller determines is due service under the Service Agreement. This Service Agreement does not apply to Storm Doors, Wood Entry Doors (but glass seal failures in such doors are covered), electronic components, if any, Between-the-Glass Decorative Panel options (but shades and grilles in such options are covered for three [3] years as noted below), and Decorative Metal Accents and Wrought Iron options. Blinds or shades sealed between insulating glass and Vivid View® screens are subject to service for three (3) years rather than eight (8) years from the date of expiration of the Installation Warranty.

Seller shall service Pella product as set forth in this Service Agreement upon the upfront payment of \$75, which shall cover the diagnostic and any repair/replacement labor related to the first unit. Thereafter, a \$75 charge will apply to each additional unit repaired or replaced. "Unit" is defined as a separate window or door, and multiple windows manufactured or installed as one piece shall still be considered multiple units and counted based on the number of frames. This \$75 per-unit charge is subject to an annual increase from January 1, 2022, based upon the published Consumer Price Index rate.

CONDITIONS AND LIMITATIONS APPLICABLE TO ALL COVERED INSTALLATIONS

If Pella or Seller provided trim as part of the Covered Installation and such trim must be replaced under this Warranty and Service Agreement, Seller shall provide reasonably suitable trim but cannot assure it will match the original trim.

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The extent of coverage with respect to finishes is limited as set forth in this paragraph. If the original product or component was finished by Pella or Seller and a replacement is required because of a Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty and Service Agreement, the product will be replaced with finish. If the finish was provided by someone other than Pella or Seller, the product or component replaced will not be finished and no coverage is provided by Pella or Seller for such finish. If a Pella product warranty responds to a defect in exterior finish of a product supplied as a part of a Covered Installation, this Service Agreement shall apply subject to its terms, conditions and limitations.

Even where Seller chooses to repair or replace product, the coverage afforded by this Warranty and Service Agreement does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including any carpentry work). Buyer is responsible for performing any finishing work to the home as a result of any warranty or servicing work, including carpentry or painting work. Replacement product and installation provided pursuant to this Warranty and Service Agreement shall be covered only for the remainder of the terms of this Warranty and Service Agreement.

Transfer of Warranty and Service Agreement.

This Warranty and Service Agreement is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred. All subsequent owners (also referred to as "you" or "Buyer") are subject to all conditions and limitations of this Warranty and Service Agreement to the same extent and in the same manner as the original Buyer. This Warranty and Service Agreement applies with equal force to multiple buyers, including spouses, and the term "Buyer" is both singular and plural as the case may be.

Limitation of Warranty and Service Agreement.

This Installation Warranty is the exclusive warranty for a Covered Installation. **NEITHER PELLA NOR SELLER MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OR SERVICE OF YOUR PELLA PRODUCTS.**

Limitation of Liability.

THIS WARRANTY AND SERVICE AGREEMENT SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION AND SERVICE WORK IN NO EVENT (INCLUDING WHERE SELLER HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL PELLA, SELLER OR INSTALLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF ANY PELLA PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF SELLER, PELLA OR INSTALLER EXCEED THE PRICE PAID FOR THE PRODUCT AND INSTALLATION.

Limitation of Remedy.

THE EXCLUSIVE REMEDY OF THE BUYER, AND THE SOLE LIABILITY OF PELLA, SELLER AND INSTALLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF A PELLA PRODUCT OR INSTALLATION SERVICE, SHALL BE, AT THE OPTION OF SELLER, REPAIR OF INSTALLATION DEFECT OR PRODUCT DEFECT OR RETURN OF THE ORIGINAL PURCHASE PRICE. IF PELLA OR SELLER PROVIDES ANY OF THE REMEDIES IDENTIFIED IN THE INSTALLATION WARRANTY ABOVE (I.E., REPAIR OR REFUND), THEN BUYER AGREES THAT THIS REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL COVERED INSTALLATIONS

Seller and Pella are not responsible for any loss or damage due to or make no warranty or service commitment as to:

1. Loss or damage arising from exceeding the performance parameters for the Pella products set forth in product labeling or the *Pella Architectural Design Manual*.
2. Installations, repairs or modifications performed by anyone other than Seller or someone under the control or supervision of Seller.
3. Installation of non-Pella products.
4. Covered Installations or service that has not been paid for in full.
5. Installation or product failure, or loss due to:
 - Structural settlement or movement, vibration, excessive localized heat, high in-home humidity (condensation, frost and mold), high moisture environments or latent defects in home.
 - Water leakage not caused by installation performed by Seller.
 - Acts of God.
 - Salt spray, acid rain, or other corrosive elements.

Finish except as specifically described herein.
dms.us.51021980.07

- Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Seller's control).
- Improperly installed security systems or damage by security systems.
- Failure to utilize proper maintenance or finishing practices.
- Normal wear and tear.
- Damage and/or discoloration to fabric shades, screens or blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if product is not being cycled (held in the raised position a portion of the time).
- Damage and/or discoloration to between-the-glass decorative panel from sun exposure, abuse or age.
- Any breaches, such as scratches, chips or abrasions, that have not been timely repaired.
- Application of after-market window films to glass surfaces.
- Insects, including grasshoppers (with the exception of coverage for termites).
- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Minor imperfections up to 1/4" along the edges of the Seacoast Exterior Paint.
- Variations in wood grain, color, texture or natural characteristics.
- Minor variations in Pella Vivid View® screen mesh weave.

NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS

Prompt Notice of Claim for Service.

Seller shall have no obligation under this Installation Warranty for claims received after two (2) years and under this Service Agreement for calls for service after ten (10) years of the date of substantial completion of the original installation, and all suits commenced after this ten-year (10-year) time period shall be barred. Within the warranty and service periods, Buyer shall notify Seller in writing immediately, and in no case more than thirty (30) days, after any known or reasonably suspected "Installation Defect," "Product Defect" or need for service ("Prompt Notice") or other basis of a claim covered by this Warranty and Service Agreement is discovered or should have been discovered. Any claims or calls for service otherwise covered, but for which Seller did not receive notice within thirty (30) days from the time the problem became known, shall be barred.

Warranty and Service Agreement Claim Procedure.

Claims and calls for service under this Warranty and Service Agreement should be made in writing to Seller identified in the Sales Agreement. If Seller cannot be located, assistance in determining the location or availability of Seller may be made by writing to Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa, 50219, or by calling for service at 800-374-4758. Claims should include the following information:

1. Claimant's name, address, and phone number and the installation address (if different);
2. A description of the product, purchase price, and the date and location of purchase, the name and other identifying information for Seller, and copies of the Sales Agreement and any invoices;
3. The Pella serial number located on the insulating glass spacer or the unit identification number located on the lower left-hand corner of the glass (as seen from the inside);
4. A description of the product or installation concerns (photos may be included); and
5. A brief summary of attempts made to address the concerns.

Entire Agreement.

The signed Sales Agreement, this Warranty and Service Agreement, the Seller finish warranty if applicable and the Pella product warranties effective at the time of purchase constitute the entire agreement between Seller and Buyer (current Pella warranties are available at pella.com/warranty). Buyer agrees there is no reliance on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Warranty and Service Agreement, the Sales Agreement, and any applicable product warranties. This Warranty and Service Agreement may only be modified upon Seller's written notice to Buyer and Buyer's consent to the proposed modification.

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Project Checklist has been reviewed

Jason Ostrowski

Customer Name (Please print)

Jason Ostrowski

Customer Signature

Date

7-11-22

Chris Ohland

Pella Sales Rep Name (Please print)

Chris Ohland

Pella Sales Rep Signature

Date

7-11-22

Credit Card Approval Signature

Order Totals	
Taxable Subtotal	\$6,458.84
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$2,091.30
Total	\$8,550.14
Deposit Received	\$8,550.14
Amount Due	\$0.00

APR 02 2021

NOTICES

NOT TRANSFERABLE

CHANGE YOUR BUSINESS STRUCTURE
SUBMIT A NEW APPLICATION FOR NEW ENTITY

RENEW OR REPLACE INSURANCE POLICY
SUBMIT NEW CERTIFICATE OF INSURANCE

EH ENTERPRISES LLC
DBA PELLA NORTHLAND
15300 25TH AVE N STE 100
PLYMOUTH, MN 55447

NOTIFY THE DEPARTMENT OF A CHANGE IN YOUR BUSINESS.
Failure to do so, subjects you to administrative penalties of up to \$10,000.

15-Day Notice Requirement – Forms available online at www.dli.mn.gov/CCLD/LicUpdate.asp

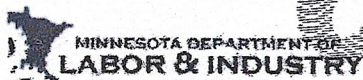
- Change in business physical address, mailing address, phone number, or email address
- Change in control, owners, officers, directors, members, partners
- Change in business' legal name and/or assumed name
- Loss of or change in QUALIFYING BUILDER
- Change in general liability insurance or workers' compensation insurance coverage

Immediate Notice Requirement – Notification to DLI in writing

- **Judgment Debtor.** A licensed contractor has 15 days to provide written notice of the finding that it is found to be a judgment debtor based upon conduct requiring licensure.
- **Bankruptcy Petition Filed.** A licensed contractor has 15 days to provide written notice that it filed a petition for bankruptcy.
- **Conviction Notice.** A licensed contractor has 10 days to provide written notice that it has been found guilty of a felony, gross misdemeanor, misdemeanor or any comparable offense related to the license, including convictions of fraud, misrepresentation, misuse of funds, theft, criminal sexual conduct, assault, burglary, conversion of funds, or theft of proceeds in this or any other state or any other United States jurisdiction.

YOUR CERTIFICATE IS BELOW THE PERFORATION.

SHOW CERTIFICATE WHEN OBTAINING PERMITS.



RESIDENTIAL BLDG CONTRACTOR

Construction Codes and Licensing Division
Website: www.dli.mn.gov/ccld.asp

Licensing and Certification Services
Email: dli.license@state.mn.us

443 Lafayette Road N St. Paul, MN 55155
Phone: 651.284.5034

This is to certify that the certificate holder is licensed as a RESIDENTIAL BUILDING CONTRACTOR in the state of Minnesota and is in compliance with Minnesota Statutes 326B.805, and may build residential real estate, contract or offer to contract with an owner to build residential real estate, and contract or offer to contract with an owner to improve existing residential real estate; provided the responsible individual is at all times a QUALIFYING BUILDER and the certificate holder maintains compliance with the required general liability insurance, and workers' compensation laws.

License : RESIDENTIAL BLDG CONTRACTOR
Lic. Number : BC645090
Effective Date : 04/01/2021
Expiration Date : 03/31/2023
EH ENTERPRISES LLC
DBA PELLA NORTHLAND
15300 25TH AVE N STE 100
PLYMOUTH, MN 55447

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VERIFY UP-TO-DATE STATUS, BOND, AND INSURANCE INFO AT www.dli.mn.gov/ccld/LicVerify.asp (ENTER NUMBER)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Centralized Accounts Servicing Team (CAST) PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CAST@marshmma.com	
INSURED E. H. Enterprises, LLC dba Pella Northland 15300 - 25th Avenue North #100 Plymouth MN 55447		EHENTLLC	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Dakota Truck Underwriters	
		INSURER B: Westfield Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1953620779

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CMM184834K	11/22/2021	11/22/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMM184834K	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM184834K	11/22/2021	11/22/2022	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WCO1000074552021A	11/22/2021	11/22/2022	X PER STATUTE	OTH-ER
			N/A				E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Leased/Rented Equipment			CMM184834K	11/22/2021	11/22/2022	Limit Deductible	\$150,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurace

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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