



All orders booked will include the following labor and materials warranty.

### HOMEOWNERS LIFETIME LIMITED WARRANTY

The limited warranty and warranty exclusions herein apply to all products sold by Bee Window, Inc. of Indianapolis, Indiana 46037;

This Limited Lifetime Warranty does not apply to defective conditions caused by structural defects in the building, misuse, abuse, acts of God, or other causes unrelated to the manufacture and installation of the product. It does not apply should paint, enamel, varnish, or other coating compounds be applied to any vinyl or metal surfaces. This warranty at no time will exceed the original selling price of any complete unit. Bee Window, Inc. is not liable for any incidental or consequential damages resulting from any defects.

#### LABOR AND SERVICE-VINYL WINDOWS

Labor and Service on all vinyl windows, doors, screens, siding and other products is warranted to be covered for one year from date of installation. This warranty applies to original purchaser. After one year, or in the event of a new homeowner, a trip charge and labor charge will apply to work on the products listed on the front of the addendum.

#### PARTS AND MATERIALS

*WINDOWS, DOORS, SCREENS and SIDING* - All vinyl is warranted to be vinyl clear-through and not to pit, corrode, peel, chip, rot, or rust. All insulated glass is warranted against seal failure and breakage. All parts used in the manufacture of the window are warranted against defects and failure. All parts under this Windows and Screens warranty are supplied free of charge. Bee window, Inc. will also re-screen any damaged screens free of charge provided the Customer delivers the screens to a Bee Window, Inc. store. This Windows and Screen Warranty is for as long as the Customer owns the residence where the windows and screens were installed. This warranty is transferable.

*ALL OTHER PRODUCTS* - Other than the third party manufacturer's warranty, if any, Bee Window, Inc. does not have a separate warranty for, nor does it warrant, products it sells other than Windows and Screens as noted above. Bee Window, Inc. shall provide a copy to the Customer of any manufacturer's warranty on any product that is sells.

The Customer is not authorized to change or add to this warranty.

This warranty is complete, comprehensive and exhaustive of all liability and responsibility of Bee Window, Inc. and Bee Window, Inc. shall under no circumstances be liable for any cost, damage, replacement, or other expense whatsoever unless specifically stated so above.

This warranty is null and void unless the Contract is paid in full.

**INSURANCE** The Company warrants and represents adequate Worker's Compensation and 2 million dollars of commercial General Liability coverage has been secured and is applicable to the work to be performed under this contract.

#### ADDITIONAL TERMS AND CONDITIONS

**OWNER RESPONSIBILITY** The owner agrees to provide contractor easy access to the property and the area of the property on which the work will be performed. The owner will take such actions and precautions as prescribed by the contractor to aid in the completion of the work specified in the contract. The owner is responsible to secure and/or remove all personal items from the inside and wall of the property.

#### SECTION 1 - BUILDING CODES

- A. Bee Window Inc. shall complete the work as specified. In the event that the building department or other governmental agency subsequently requires work to be performed by Bee Window which is not specified in the Contract, or in the event that Bee Window Inc. uncovers or discovers defects or problems or any changes in the required work, Bee Window, Inc. will proceed to perform such changes and such changes will be billed to the buyer pursuant to the charges specified in Section 3(B) below.
- B. Bee Window, Inc. is not responsible for any special inspections, analyses or reports which are not ordinarily provided for by the building inspector.

#### SECTION 2 - SCHEDULING

Bee Window Inc. will expeditiously complete the work, subject to availability of materials and site. Upon notice to the buyer, Bee window may at its options, reschedule work, or certain portions of the work, in order to ensure that the work of Bee Window Inc. can be performed as initially planned and bid by Bee window Inc. If Bee Window Inc. arrives at the job site to find that the structure of work areas are not ready and accessible, the buyer agrees to pay for the expense of such a nonproductive trip; if Bee Window Inc.'s work is adversely impacted by the interference or unexpected work of other trades or if Bee Window Inc. incurs extra time or expense due to the non-readiness of the job site; all such extra work or costs shall be billed to the buyer and paid by the buyer pursuant to the charges specified in Section 3(B) below.

#### SECTION 3 - CHANGE IN WORK

- A. The buyer may request change orders. Such requests shall be made directly to Bee Window, Inc. and are subject to approval by Bee Window, Inc. headquarters. A written change order will be on a form prepared by Bee Window Inc. and shall state the effect of the change order upon the contract price and the work to be performed.
- B. Unless so otherwise agreed and signed by both parties in writing, all extra work and change orders performed by Bee window shall be billed by Bee Window and paid by the buyer at the rate of \$60.00 per hour for all labor plus 20% percent markup over cost on all invoiced materials, subcontractors, equipment and permits.

#### SECTION 4 - INTEREST

Any accrued balance owing and unpaid to Bee Window Inc., regardless of whether the amount in dispute is liquidated or unliquidated, shall bear an interest of 18% per annum or the legally maximum rate, whichever is less, from the date of the initial invoice.

**ARBITRATION** Unless otherwise agreed to in writing by Bee Window Inc. and the Customer, all claims and disputes arising under this contract and limited warranty, or arising during performance thereof, shall be settled by binding arbitration in accordance with the Better Business Bureau® Rules of Arbitration in effect on the date of acceptance this contract, by a single arbitrator appointed in accordance with such Rules. The costs of the arbitrator and the costs of arbitration will be born as to each claim submitted to arbitration by the substantially non-prevailing party on that claim. The award of the arbitrator will be in writing and will contain findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

**SEVERABILITY** In the event any portion of this contract is not enforceable, it shall be deemed severed and the remainder of this contract shall be enforced in accordance with its terms as if the portion deemed unenforceable did not exist.

**Extra Time** Bee Window Inc. agrees to diligently pursue work through to completion, but shall not be responsible or liable in damages for delays in performance of this contract for any of the following reason: act of neglect or omissions of Buyer or Buyer's employees, or Buyer's agent, act of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Buyer, acts of public enemy, riots, or civil commotion, failure of transportation, failure of vendors to perform their contracts, inability to secure materials through regular recognized channels, imposition of government priority or allocation of materials, failure of Buyer to make payments when due, or delays caused by inspectors, or changes ordered by inspectors of governments bodies concerned, or other causes beyond recognizable control.