

1. Description & Acceptance: The products and specifications listed on manufacturer's quote or this estimate are presented for Customer acceptance prior to ordering. Accepting this quote/estimate or presenting deposit for purchase of products herein, acknowledges and agrees to these terms and conditions. The Customer or their agent acknowledges that all quantities, sizes, and specifications are correct, specific to their project, and cannot be returned or exchanged for credit. Window and door operation is viewed from the outside. Hinge illustration vary from country of origin. Suitability and compliance with building codes and standards (local or other), including building components, design, and installation of flashing and/or sealing systems, and the use of the proposed products is the responsibility of the Customer, architect, contractor, installer, or other building professional. MILLWORK CENTER is not responsible for the determination of structural and/or architectural requirements.

2. Payment: Estimates are valid for 30 days, unless otherwise noted. The Customer is responsible for applicable state and local taxes. A 50% deposit is required to order products. Expired estimates must be updated prior to accepting the 50% deposit. The remaining 50% is due when the product is received in MILLWORK CENTER warehouse. Payments made by credit card may incur a transaction charge of 3.5%. MILLWORK CENTER makes no guarantees written or otherwise regarding the performance of the manufacturer. Acknowledgement date from the manufacturer is an estimated date only. Product could come in earlier or later and is beyond MILLWORK CENTER LLC's control. All materials remain the property of MILLWORK CENTER LLC until payment is received in full.

3. Delivery: The Customer may arrange to pick up products at MILLWORK CENTER warehouse or have them delivered to their site. Products may be stored at MILLWORK CENTER warehouse up to two weeks, once received from manufacturer, prior to Customer pick up. Due to limited space, storage fees may be charged for longer storage time. Storage fees vary based on size of product order size. Jobsite tailgate delivery: Customer to provide dry, protected location on site and manpower and/or equipment necessary to convey products from truck to that location. Note: Products can be large, heavy, and awkward to handle, requiring 2 or more people to unload. All products must be inspected, inventoried, and verified by Customer or Customer's agent. Notice of error, damage, or discrepancy must be given within 30 days of final payment. This includes items such as hardware handles, cranks, locks, screens, and other parts that will otherwise not be covered by warranty for replacement.

4. Warranty: Delivery/pick up constitutes fulfillment of the proposal and transfers all manufacturer warranties to Customer. Product is tested when it leaves factory. Most products have a 2-year labor warranty, 10-year parts defect warranty, 20-year seal failure warranty. Visit manufacturer website for complete warranty details. Warranty does not include adjustments for operation after installation. Windows and doors are building materials and some owner/builder adjustments and appearance touchups may be necessary. Customer will be charged for inspection cost (time, travel) if operation issues are due to installation. This includes, but not limited to: Product installed out of Plumb/Level/Square, excess foam sealing, disassembly, and incorrect reassembly. Damaged purchased units due to installation errors are not covered under warranty. This includes hardware, weatherstrip and product finish.

5. Post Delivery Service: Service visits to adjust doors and windows following delivery and installation must be scheduled when the project is nearing completion. Service visits will be charged for inspection cost (e.g., time, travel, cleaning of construction dust and debris) if it is determined that operation issues are due to installation and not the product. Poor installation and over-shimmed rough openings are causes of stress cracks and limit operation. Out of warranty service can be requested and must be prepaid at the current rate for estimate site visit to be scheduled.

6. Liability: Windows and doors are a building material. The product has been inspected before pickup/delivery and accidental damage including scuffing, scratching, or cracking of frames, finish or glass breakage is not covered under warranty once product is conveyed to Customer. Products left in unprotected, non-temperature-controlled environment, may void the warranty at manufacturer's discretion. Limitation of liability: In no event will MILLWORK CENTER LLC be liable for any incidental, indirect, special, or consequential damages arising out of or in connection with this transaction, including loss of profits or Customer expenses incurred. Purchase acknowledgement date of product availability from MILLWORK CENTER LLC or Manufacturer are estimates of lead times only, these dates are subject to change. In addition, in no event will MILLWORK CENTER's liability to the purchaser for any damages under any theory of recovery exceed the value of the product purchase price. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New Hampshire, without reference to the conflicts of laws principles thereof. Product Recall: The Parties agree to provide reasonable assistance to one another in the event of any recall or advisory letter. Non-payment for product/service: MILLWORK CENTER reserves the right to file a mechanic lien on the property where the product is installed.

7. Force Majeure, i.e., unforeseen events upon which we have no influence and which we are not responsible for (e.g. fire, floods, storms, explosions or any other natural disasters, mobilizations, wars, riots, labor disputes, changes in the law) - whether in the supplying plant or on the part of sub-contractors or other third-parties involved - the delivery and service periods shall be extended by the duration of the event causing the delay, insofar as it can be proved that these obstacles affect completion or delivery more than slightly. This shall also apply if such circumstances occur with our suppliers.

8. Entire Agreement: The Quote, Estimate, Confirmation, Warranty Certificate, and these Terms and Conditions constitute the entire agreement between the parties and supersede all proposals or prior quotations or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. The agreement may not be modified without the written consent of MILLWORK CENTER LLC. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this agreement shall be enforceable to the maximum extent possible. MILLWORK CENTER LLC's failure or delay in exercising its rights or remedies under this agreement or ancillary documents shall not relieve or release the Customer from any of its obligations. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.