

SUPPLY AND INSTALL CONTRACT - TERMS AND CONDITIONS

DEFINED TERMS

1. Defined terms shall have the following meaning:

- a) **Change(s)** means any changes to the Materials or Work, as defined herein.
- b) **Customer** is named on the contract.
- c) **Materials** are the windows, doors, parts and accessories thereto as outlined herein.
- d) **Lux** is Lux Windows & Glass Ltd.
- e) **Quote** is this initial quotation for the supply of Materials and installation of such Materials at the Customer's Site as defined herein. Once this Quote is accepted and signed by the Customer, it becomes a valid and binding contract (the "**Contract**").
- f) **Site** is the Customer's premises or **that location** municipally described on the contract.
- g) Lux field crews are professional, respectful and will always take great pride and care throughout the installation process. Despite their best efforts, the removal and replacement of windows and/or doors can occasionally and unavoidably result in compromising other construction materials in the immediate vicinity of the opening, usually due to the age or integrity of the surrounding materials.

Work is the installation by Lux of the Materials outlined in this agreement, but expressly excludes the following:

- i) any painting or finishing of unfinished Materials or paint lines on existing walls;
- ii) any repairs to stucco, siding, plaster, drywall or other exterior/interior finishes that are damaged in the ordinary course of the removal and replacement of the existing doors and windows;
- iii) **the removal and/or reinstallation of blinds, shutters or other window coverings.**
Lux does NOT guarantee your existing blinds/window coverings will fit into the new windows and/or doors (the materials) in this order;
- iv) the removal and/or reconnection of Security Systems or Re-Installation of Security Bars;
- v) any electrical or plumbing services;
- vi) the repair of any pre-existing or latent problems discovered during the course of the removal of existing doors or windows including, but not limited to, rot, mildew, deficient construction or any other conditions that may materially impact the installation of the Materials;
- vii) the moving, storage or protection of any of the Customer's furniture; and
- viii) any other services that are not expressly included in this Agreement.

DURATION OF QUOTE

2. This Quote is valid for a period of ninety (30) days from provision and is subject to the express terms and conditions herein.

SUPPLY AND INSTALL

3. Installation shall commence as soon as practicably possible following delivery of the Materials to the designated Customer's Site.

4. The Customer is responsible for obtaining any and all municipal development permits and building permits

required in respect of the supply and installation of the Materials. Lux cannot proceed with installation until the requisite permits are obtained by the Customer.

5. All surplus Materials on the Site shall remain the property of Lux. Lux agrees to perform the Work diligently, and in a good and workmanlike manner. Lux will at all times maintain the Site reasonably free from all rubbish and waste material. Upon completion of the Work, Lux shall leave the Site in a reasonably clean condition. The Work shall be deemed complete upon installation of the Materials. Any deficiencies in the Work are subject to the Warranty attached herein and shall not affect either of the completion date or final payment.

CHANGES

6. No Change(s) shall be made to the Materials or Work under the Contract by either the Customer or Lux without a written "Change Order" or other WRITTEN amending agreement, which shall be signed and approved by both the Customer and Lux. The electronic signature in an email shall be deemed to be a signature for the purpose of effecting and approving a Change Order or written amending agreement.

SOLICITOR AND ITS OWN CLIENT COSTS

7. If the Customer fails to pay the full Price to Lux under this Contract, or if Lux is otherwise required to bring an action to enforce its rights under this Contract, including but not limited to the filing of any builders' lien, Lux shall be entitled to recover any and all expenses incurred by Lux in that regard, including all solicitor and its' own client fees and disbursements on a full indemnity basis incurred by Lux.

DELAY IN MANUFACTURE, DELIVERY OR INSTALLATION

8. The Customer shall have no claim or right of action against Lux for compensation, costs, expenses, loss of profits or otherwise, howsoever, because of, or by reason of any delay within or without Lux's control, whether such delay is the result of a delay in manufacturing of the Materials, delay in delivery of the Materials, delay in installation of the Materials, and/or delay in the Work performed by Lux pursuant to this Contract, or otherwise, including but not limited to any delays, foreseeable or not, resulting from changes to the original Quote, labour or material shortages, poor weather, strikes, lockouts, fires, accidents, or any Acts of God, or any other force majeure event, and whether or not such delay(s) may have resulted from anything done or not done by Lux under this Contract. For the sake of clarity, the Customer shall not be entitled to recover any compensation, costs, expenses, loss of profits or otherwise from Lux although Lux may have caused such delay(s), and Customer expressly acknowledges and confirms that it understands the effect of this clause is to prevent recovery of any damages from Lux for delay.

WARRANTY AND LIMITATION OF LIABILITY

9. Lux hereby provides a warranty of its Materials and Work as set out in the Comprehensive General Warranty attached hereto. The Comprehensive General Warranty is subject to these Terms and Conditions. The Comprehensive General Warranty is conditional upon Lux having been paid the Price in full and shall not commence until the Price has been paid to Lux by the Customer in full. The Comprehensive General Warranty (attached) shall be the full extent of any liability on the part of Lux. In no event shall Lux be liable for any indirect or consequential damages howsoever caused.

MISCELLANEOUS

10. The Customer agrees with Lux that:

- a) in the event of a dispute as to the interpretation of this Contract, or as to the extent and makeup of the Work and/or Materials, and the parties are unable to resolve such dispute, then the parties agree to submit their dispute to the Better Business Bureau of Calgary ("BBB") mediation service to attempt to resolve the issue (the "BBB Mediation");

- b) If the BBB Mediation is not successful, or not available, then any dispute between the Customer and Lux shall be submitted to binding arbitration by one arbitrator to be chosen by the parties to this Contract, and such arbitration shall be carried out in such a manner as the parties may agree, or failing such agreement, as determined by an application under the Alberta *Arbitration Act*, RSA 2000, c. A-43, as amended (the "Arbitration");
- c) Lux shall not be required to participate in any Arbitration unless payment in full of the Price has been made by the Customer to Lux;
- d) Lux retains a security interest in all Work and Materials until the Price has been paid in full, and Lux is entitled to register a security interest in the Alberta Personal Property Registry, as security for payment of the Price;
- e) Customer authorizes Lux to obtain information regarding the Customer from any third party, credit reporting or collection agency in consideration of the granting of credit herein or for the purpose of collecting any unpaid account(s); and
- f) Customer authorizes Lux to take photographs before, during and after installation of the Materials, which photographs are the sole and exclusive property of Lux, to be used as Lux may see fit, in its sole and unfettered discretion, and without further consent of Customer.

BUYER'S RIGHT TO CANCEL

11. You may cancel this Contract from the day you enter into the Contract until TEN (10) days after you receive a copy of the Contract. You do not need a reason to cancel. If you do not receive the goods or services (Work and Materials) within THIRTY (30) days of the date stated in the Contract, you may cancel this Contract within one year of the Contract date. You lose that right if you accept delivery after the THIRTY (30) days. There are other grounds for extended cancellation. For your information, you may contact your Provincial/Territorial Consumer Affairs office.

12. If you cancel this Contract, the seller, LUX, has FIFTEEN (15) days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods (Materials). To cancel, you must give notice of cancellation at the address in this Contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, e-mail or by personal delivery.

ALBERTA LAW AND JURISDICTION

13. The parties agree that this Contract shall be governed by the laws of the Province of Alberta, and further agree that the Courts of Alberta shall have jurisdiction to resolve any dispute pertaining to this Contract.

PRICING AND PAYMENT

14. Upon acceptance of this Quote by the Customer, the Customer shall pay Lux a minimum deposit of fifty percent (50%) of the total purchase price (the "Deposit"). The balance of the total purchase price shall be paid by the Customer to Lux upon completion of installation of the Materials. Chargeable service/warranty shall be paid in full upon acceptance of this quote and prior to the work being performed. Lux reserves the right to correct the Price on any orders or quotations due to typographical, clerical or mathematical errors. Any correction will not be valid unless agreed to by our customer in writing before the order can progress.

All payments shall be made when due without any right on the part of the Customer to claim any holdback or set-off. Lux reserves the right to limit the amount that may be paid by credit card (in any event, to a maximum of \$5,000).

INTEREST

15. The Customer agrees to pay interest on any and all overdue amounts at the rate of twenty-four percent (24%) per annum, calculated and payable monthly.

ENTIRE AGREEMENT

16. This Contract contains the entire agreement between parties. The Customer expressly agrees that there have been no other representations, warranties, collateral agreements or conditions made by Lux other than as expressly set out in this Contract. Any amendments to this Contract must be agreed to by Lux, must be approved in writing by Lux, signed by each of the Customer and Lux, and shall be further attached to, and form a Schedule to this Contract.



COMPREHENSIVE GENERAL WARRANTY

"Lifetime Warranty" is the lifetime of the original customer, for so long as the customer owns their home, to a maximum of twenty-five (25) years; or to a maximum of twenty-five (25) years from the date of manufacture if the home is no longer owned by the original customer, and this Lifetime Warranty has been transferred to a new owner. Lux hereby provides such extended Lifetime Warranty for the times and on the specific products as outlined and detailed below. Under certain circumstances Lux warranties may be deemed limited or void by the actions of the customer.

INSULATING GLASS - 25 YEARS

Lux sealed units are warranted against seal failure for a period of Twenty-Five (25) years from date of manufacture on sealed units purchased on or after December 7, 2010. Ten (10) years for sealed units purchased prior to December 7, 2010. Installation charges apply after two (2) years from date of installation. One (1) year limited warranty from date of manufacture for spontaneous glass breakage due to defects in workmanship. Rattling of in-glass decorative pieces, such as blinds or grills, is not deemed a defect. Lux reserves the right to investigate the reason for seal failure. Lux assumes NO LIABILITY for insulated glass warranties under the following circumstances:

- Where after-market films are applied to the glass
- Insufficient ventilation to glass by window coverings
- Where imperfections are acceptable relative to the published Canadian General Standards Board (CSGSB) specifications (CAN/C65B-12.3-M91)
- Glass is a natural product. Slight imperfections are normal. Minor scratches or defects, that do not significantly obscure vision, are deemed acceptable. It should be noted that, in accordance with industry standards, the viewing area represents approximately 60% of the total viewing area. If defects are not visible from two (2) meters back and are not in the viewing area the sealed units are deemed acceptable.
- Cracked or shattered glass unless it was delivered broken and written notification was delivered to Lux within seventy-two (72) hours.

PVC (VINYL) EXTRUSIONS - 25 YEARS

Lux provides a limited twenty-five (25) year warranty from the date of manufacture against defects in materials and workmanship. This warranty is limited to material defects such as peeling, flaking, cracking, blistering or excessive fading under normal use. PVC components will distort if exposed to extreme heat, are stored in a confined area under extreme heat, and/or have heavy materials stored on top of them. Distortion under these conditions will void all warranties. Within the first two (2) years from the date of manufacture Lux will replace or repair defective materials at no charge.

EXTERIOR METAL EXTRUSIONS - 25 YEARS

Lux provides a limited Twenty-Five (25) year warranty from the date of manufacture against flaking, peeling or blistering of the surface finish. This warranty does not cover minor colour variations due to normal weathering, exposure to the elements, acid rain or corrosive materials.

OPERATING HARDWARE - 25 YEARS

Lux provides a limited lifetime warranty on all operating hardware. All Truth Hardware products are warranted against defects in materials and workmanship for the life of the product.

FIBERGLASS DOORS - 10 YEARS

Lux provides a limited ten (10) year warranty on fiberglass doors to the customer, against warping or delamination from the date of purchase, provided that the door has not been altered in size. Door warpage is considered a defect when deflection exceeds one-quarter ($\frac{1}{4}$) of an inch. Painting or staining of replacement parts will be the responsibility of the consumer. Damage resulting from or related to a Product being installed behind a storm door and/or dark colour finishes is excluded from our Warranty.

INTERIOR WOOD COMPONENTS - 10 YEARS

Lux provides a limited ten (10) year warranty against defects in materials and workmanship. Wood is a natural product. Variations in colour, grain, texture, knots and lines are normal. Exposed surfaces must be sealed with a good quality paint or stain within thirty (30) days of purchase. Failure to do so will void any warranty.

INSTALLATION WARRANTY - 10 YEARS

When windows and doors are installed by Lux Certified installers, a limited ten (10) year warranty is provided from the date of installation against defects in workmanship.

EXTERIOR WOOD COMPONENTS - NO WARRANTY

Wood is a natural product. Variations in color, grain, texture, knots and lines are normal. Due to natural variations in wood, Lux Windows and Glass Ltd. does not warranty wood components that are exposed to the elements in either their natural, stained, or painted condition.

PAINTING AND STAINING OF REPLACEMENT PARTS

Painting or staining of replacement items/parts will be the responsibility of the consumer.

PROTECTIVE FILMS

Protective films or protective tapes applied to products must be removed within 9 months of delivery date or installation date. Leaving films or tapes on past the 9 months could result in excessive adhesion to the glass, aluminum or vinyl or other surfaces.

DISCONTINUED PRODUCTS

Lux reserves the right to modify or discontinue products and colors of products without notice.

Lux Windows and Glass Ltd. ("Lux") warrants that its window and door products are free from defects in materials and workmanship for Two (2) years from the date of manufacture and includes both product and labour. This is a transferrable warranty, by a transfer in writing, with written notice provided to Lux of such transfer. If such a defect

occurs, Proof of purchase must be provided in the form of a paid invoice, then Lux will determine to do one of the following:

- 1.) Replace defective component (s);
- 2.) Repair defective component (s); or
- 3.) Refund the original purchase price of the defective component (s) or Product.

After the said two years, labour charges may apply as described in each material component above