

Online Retail Terms and Conditions

This Sales Agreement is a binding contract setting out the terms and conditions under which Schwartz Enterprises, Inc. DBA Fenster Window and Components, AKA Fenster will manufacture and supply you wood replacement window sashes and other associated products and services. Your written email approval of your order ticket and payment of your invoice indicates that you understand and agree to these terms and conditions.

Customer and Fenster agree as follows:

1. **Price.** Pre-Invoice pricing is conditional and non-binding until management review. Pricing presented on official corporate invoice is final.

2. **Payment Terms.**

- A. Payment for product is due in full at the time of ordering. For your convenience we accept cash, personal check, and all major credit cards. You will receive an invoice within three (3) business days via email with online payment instructions for credit card payments. Payment by cash or check must be arranged prior to delivery.
- B. A deposit may be required for additional services over and above your product order.
- C. Payment for installation labor and associated travel fees are due in full upon completion. Unpaid balances not paid within 10 business days of work completion will be assessed interest at 1.5% per day until paid in full. Balances 30 days past due are subject to collections. Legal and filing fees will be at the customer's expense.
- D. Fenster is a non-tax exempt company. Fenster pays state sales tax on all raw materials. No sales tax is charged to the customer.

3. **Description of Product.** Fenster will manufacture and supply you with product in accordance with your provided order ticket, project quote, or inspection report. Fenster attempts to describe the products offered as accurately as possible; however, Fenster does not warrant that the descriptions displayed on websites or other marketing content is accurate, complete, current or error-free. Unless otherwise provided, Fenster reserves the right to modify the specifications of products ordered by you providing that the modification will not materially affect the installation or performance of the product.

A. Quiksash Replica Casement/DH Sash Packs: Quiksash wood sashes are made from solid, clear pine treated with Woodlife 111 preservative. Quiksash products are shipped with LowE insulated glass (AGC Comfort select 36, prescriptive ratings of U: .27, SHGC .37) standard unless otherwise noted above with Fenster standard color cladding and weatherstrip applied. No hardware applied or specified handing. Quiksash products are not exact replicas of the original window due to obsolete materials or proprietary restrictions, but do exceed industry standards for same like, kind, and quality of the original brand. Fenster **does** guarantee design and sizing when a field inspection is performed by a Fenster representative, but **not** fit, seal and function when installation is performed by others. Fenster **does** guarantee fit, seal, and function of all installed Quiksash products when performed by Fenster, ReWindow, or other Fenster approved vendor.

B. Insurance claim quotes: Sash pricing is based on average united inch sizing grouped by category and is a firm price for that specific sizing group. Actual net sash size, location, configuration, operation, and correct model will be determined at field measure (if requested)by a Fenster representative or on-site purchasing contractor prior to order production. In the event the model of window is not yet available for production, product engineering and tooling costs will be added to the final project bid to produce an acceptable replacement.

C. Color matching: Color match to aged and weathered original cladding cannot be guaranteed. New product is shipped with industry standard colors to when the original windows were manufactured and installed. Custom color matches must be approved in writing prior to manufacture and require a minimum order. Interior color match for pre-finished products must be approved in writing prior to manufacture. Solid wood sashes are a natural wood product with naturally occurring color variations and grain patterns. Fenster is not responsible for color variations or pre-production material grading.

D. Order Guarantee: Internet retail customers must confirm edge to edge sash measurements taken from the exterior, correct profile number from our catalog, product specs, and shipping information prior to ordering. Fenster will not speculate or determine sash or glass sizes on behalf of the customer. All quotes are figured on customer provided measurements and subject to change based on correct order sizes, product grade, and quantity. There are no product returns for incorrect measuring or incorrect sash profile.

4. **Cancellation.** By law, the customer has three (3) business days to cancel this agreement without penalty. After which, your order will be processed for production. All Fenster products are custom made to order with no returns. Once your order has been processed for production, you will be held responsible for the full retail price of all ordered product without exception. Deposits for custom components are non-refundable once said materials have been ordered from the supplier.

5. **Delivery and Scheduling.** Lead times represent estimates only and are based on projected production schedules and commitments by suppliers. Fenster shall not be liable for failure or delay in manufacturing or shipping products, nor shall such failure or delay constitute grounds for cancellation if such failure or delay is due to shortages of fuel or energy; acts or omissions by you; acts of God; war, riot, civil disturbances, labor difficulties, accident; inability to reasonably obtain materials, acts of transportation companies; or other causes of any kind whatever beyond the control of Fenster. In the event of such delays, Fenster reserves the right to make adjustments in price, product availability and delivery schedules.

6. **Inspection.** Final inspection of product and installation by customer is required immediately upon delivery and/or completion of installation if so provided by Fenster. Customer reserves the right to decline a proper inspection of work, however this will release Fenster of potential service work related to the installation of product, but not void the product warranty. Under no circumstances will Fenster provide warranty service to product that has been removed or altered by others after the installation by Fenster or approved vendor has been completed.

7. **Alarms.** Under NO circumstances will Fenster provide, repair or replace window alarm sensors. It is the sole responsibility of the customer to contact their alarm company after window installation has been completed.

8. **Adjacent Materials.** Replacement, repair, or alteration of any and all interior or exterior adjacent surfaces to the supplied window frame, including, but not limited to; exterior wood trim, brick, stucco, siding and accessories, interior casings, drywall, wall finishes, and any and all window treatments is NOT included unless specifically detailed on the project pricing sheet as an added product, service, or upgrade. Standard installation procedure includes the re-installation of the existing, original interior casing if dimensionally possible.

9. **Warranty and Disclaimer.** Product warranty card can be found on website.

10. **Limitation of Liability.** Under no circumstances shall Fenster be liable for any costs, loss, and expense, special, incidental, punitive, or consequential damages arising directly or indirectly from our work whether based upon warranty, tort, contract, or strict liability. In no event will liability exceed the price paid to Fenster. The warranty and limits of liability herein are in lieu of all other warranties and liabilities, expressed or implied. All implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Fenster and excluded from our warranty.

11. **Installation Waiver:** Should you decline factory supplied installation service; I acknowledge I am refusing installation labor provided by Fenster authorized contractors to be otherwise supplied by me. By refusing installation, I assume responsibility for the proper installation, operation, and finish of supplied Fenster products and any damages that may occur to provided product at installation. Any alterations, damage, or improper installation techniques may be cause to void the factory warranty provided. Additionally, Fenster is not at liberty to provide you installation support or assistance.

12. **Miscellaneous Provisions.**

A. Except as provided herein, neither party may assign this Sales Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

B. This Sales Agreement shall be interpreted, construed, and governed by the laws of the State of Indiana, regardless of its place of execution or performance. Any cause of action or dispute arising between the parties regarding this Agreement may only be brought in Hamilton County, Indiana. You agree to waive any entitlement you might otherwise have to a transfer of venue under the preferred venue requirements of the Indiana Rules of Trial Procedure or other similar rules in the Federal Rules of Civil Procedure.

C. If any litigation is necessary to enforce the terms of this Sales Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This includes our legal fees and all costs of collection should we be forced to file litigation to collect amounts you owe to us.

D. If any term of this Sales Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Sales Agreement will remain in full force and effect.

E. Neither party shall be held responsible for any delay or failure in performance of any part of this Sales Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

F. This Sales Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Sales Agreement by any representations or promises not specifically stated herein.

G. This Agreement, including order forms, and Warranty embody the entire agreement of the parties and supersede any and all prior discussions, proposals, representations, negotiations, correspondence, and other agreements with respect to the matters contained herein and may be modified only in a writing signed by both parties.

H. The headings contained in this Sales Agreement have been inserted solely for the convenience of the parties and shall be of no force or effect in the interpretation of the provisions in this Agreement.

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