

SUPPLY ONLY CONTRACT - TERMS AND CONDITIONS

DEFINED TERMS

1. Defined terms shall have the following meaning:
 - a) Change(s) means any changes to the Materials, as defined herein.
 - b) Customer is named on the contract.
 - c) Materials are the windows, doors and accessories thereto as outlined herein.
 - d) Lux is Lux Windows and Glass Ltd.
 - e) Quote is this initial quotation for the supply of Materials to 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.

DURATION OF QUOTE

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

SUPPLY ONLY

3. This is a Supply Only Contract.
4. The Customer is responsible for obtaining any and all municipal development permits and building permits required in respect of the installation by Customer of the Materials.

CHANGES

5. No Change(s) shall be made to the Materials 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.

DELAY IN MANUFACTURE, DELIVERY OR INSTALLATION

6. 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

7. Lux hereby provides a warranty of its Materials 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 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.

DAMAGES, SHORTAGES OR ERRORS

8. Customer shall inspect the Materials upon pick-up or delivery and shall provide written notice to Lux within SEVENTY-TWO (72) hours regarding any claim for damage to, shortage in supply, or errors in manufacture of, the Materials. Customer shall specify the basis of any such claim in written detail, and such claim shall be provided by written notice delivered by facsimile to 403-276-7792, or by email to lux@luxwindows.com.

MISCELLANEOUS

9. 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 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 ("BBB Mediation");
- b) If 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 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 of the Materials, which photographs are the sole and exclusive property of Lux, to be used as Lux may see fit, in the sole and unfettered discretion of Lux, and without further consent of Customer.

DELIVERY OR PICK-UP

10. Customer further agrees with Lux that:

- a) Prior to proceeding with the manufacture of Customer's Materials, Lux will contact Customer and confirm that Customer is prepared for the Materials to be manufactured ("Production"). For the sake of clarity, Customer further acknowledges that upon confirming that Production is to proceed,

Customer is also confirming that they are prepared to take immediate delivery of the Materials upon completion of Production (“Confirmation”);

- b) Upon completion of Production, Lux will contact Customer and make arrangements for delivery of the Materials, within five (5) business days or as otherwise agreed by Lux, to the Customer provided delivery address, or to an alternative storage/delivery location provided by the customer and at the customer’s expense (“Delivery Address”). Upon delivery by Lux of the Materials to the Delivery Address, Customer assumes full and final responsibility for the Materials; and
- c) Where Customer has elected to pick up the Materials, Customer shall pick up the Materials immediately after receiving a notification from Lux to pick up their Materials (“Pick Up Notification”). As Lux is not a storage facility, Lux cannot store your completed order, the Materials, beyond twenty (20) days. After twenty (20) days, Lux may choose to donate the Materials to Habitat for Humanity (“Habitat”). Notwithstanding the donation of the Materials to Habitat, Lux shall retain any and all amounts already paid by Customer to Lux and shall invoice Customer for any remaining amount owing.

PRICING AND PAYMENT

- 11.** The Customer shall pay in full the total purchase price upon acceptance of this Quote.

Lux reserves the right to correct the Price on any orders or quotations due to typographical, clerical or mathematical errors. 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

- 12.** 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.

SOLICITOR AND ITS OWN CLIENT COSTS

- 13.** 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.

ALBERTA LAW AND JURISDICTION

- 14.** 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.

ENTIRE AGREEMENT

- 15.** 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.

- 16.** By signing below, the Customer accepts this Quote including all terms and conditions, and upon such acceptance, this Quote becomes a binding contract. Where this Agreement is signed by two or more individuals, each Customer shall be deemed to be a party to this Agreement, jointly and severally.



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