

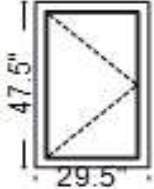


Contract - Detailed

Pella Window and Door Showroom of Fargo
5126 51st Avenue South Suite 120
Fargo, ND 58104
Phone: (701) 281-1390 **Fax:** (701) 281-1427

Sales Rep Name: Reichling, Wayne
Sales Rep Phone: 701-404-0977
Sales Rep Fax:
Sales Rep E-Mail: reichlingwp@pellamn.com

Customer Information	Project/Delivery Address	Order Information
<p>Red Leaf Custom Homes, LLC 1809 42nd St S</p> <p>MOORHEAD, MN 56560-7162 Primary Phone: (701) 799-9620 Mobile Phone: Fax Number: E-Mail: redleafhomesfm@outlook.com Contact Name:</p> <p>Great Plains #: 1005860813 Customer Number: 1009710832 Customer Account: 1005860813</p>	<p>5850 Ellis Dr W - Siegert Residence 5850 Ellis Dr W</p> <p>Lot # WEST FARGO, ND 58078 County: CASS Owner Name:</p> <p>Owner Phone:</p>	<p>Quote Name: 250 - White/White</p> <p>Order Number: 004 Quote Number: 17739388 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: NDAKOTA75 Cust Delivery Date: None Quoted Date: 1/22/2024 Contracted Date: Booked Date: Customer PO #:</p>

Line #	Location:	Attributes			
10	Master Bedroom	Pella 250 Series, Casement Right, 29.5 X 47.5, White	Item Price	Qty	Ext'd Price
			\$697.42	1	\$697.42
	 <p>PK # 2155</p> <p>Viewed From Exterior</p>	<p>1: 3048 Right Casement Frame Size: 29 1/2 X 47 1/2 General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Side Pivot Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware Screen: Full Screen, InView™ Performance Information: U-Factor 0.27, SHGC 0.25, VLT 0.47, CPD PEL-N-239-00147-00001, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11, Clear Opening Width 22.057, Clear Opening Height 42.376, Clear Opening Area 6.490885, Egress Meets Typical 5.7 sqft (E) (United States Only) Grille: No Grille, Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 154".</p>			

Rough Opening: 30" X 48"

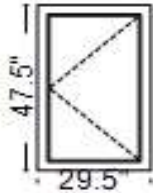
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location:	Attributes
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11 Master Bedroom

Pella 250 Series, Casement Left, 29.5 X 47.5, White

Item Price	Qty	Ext'd Price
\$697.42	1	\$697.42



PK #
2155

Viewed From Exterior

1: 3048 Left Casement
Frame Size: 29 1/2 X 47 1/2
General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Standard, Side Pivot Hardware, Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware
Screen: Full Screen, InView™
Performance Information: U-Factor 0.27, SHGC 0.25, VLT 0.47, CPD PEL-N-239-00147-00001, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Clear Opening Width 22.057, Clear Opening Height 42.376, Clear Opening Area 6.490885, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: No Grille,
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 154".

Rough Opening: 30" X 48"

Line #	Location:	Attributes
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15 Family - TEMPERED

Pella 250 Series, Direct Set, Fixed, 29.5 X 71.5, White

Item Price	Qty	Ext'd Price
\$645.27	2	\$1,290.54



PK #
2155

Viewed From Exterior

1: 3072 Fixed Direct Set
Frame Size: 29 1/2 X 71 1/2
General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.57, CPD PEL-N-240-00120-00001, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: No Grille,
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 202".

Rough Opening: 30" X 72"

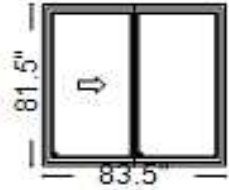
Customer Notes: TEMPERED DUE TO DISTANCE FROM FLOOR - LESS THAN 18"

Line #	Location:	Attributes
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20 Dining SPD

Pella 250 Series, Double Sliding Door, Vent Right / Fixed, 83.5 X 81.5, White

Item Price	Qty	Ext'd Price
\$2,545.83	1	\$2,545.83



PK #
2155

Viewed From Exterior

1: 8482 Vent Right / Fixed Double Sliding Door
Frame Size: 83 1/2 X 81 1/2
General Information: Factory Assembled, Standard, Vinyl, Nail Fin, Foam Insulated, 5", 1 1/8", 3 7/8", No Sill Pan
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Keylock Included, White, White, Steel
Screen: Sliding Screen, White, Premium, InView™
Unit Accessories: No Accessory Option
Performance Information: U-Factor 0.28, SHGC 0.28, VLT 0.52, CPD PEL-N-251-00047-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 11
Grille: No Grille,
Wrapping Information: Pella Recommended Clearance, Perimeter Length = 330".

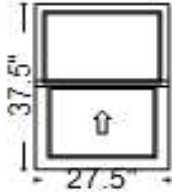
Rough Opening: 84" X 82"

Line #	Location:	Attributes
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25 Kitchen

Pella 250 Series, Single Hung, 27.5 X 37.5, White

Item Price	Qty	Ext'd Price
\$556.61	1	\$556.61



PK #
2155

Viewed From Exterior

1: 2838 Single Hung, Equal
Frame Size: 27 1/2 X 37 1/2
General Information: No Dry Wall Pass Through, Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware
Screen: Half Screen, InView™
Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.55, CPD PEL-N-208-00185-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Clear Opening Width 23.25, Clear Opening Height 13.214, Clear Opening Area 2.13351, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: No Grille,
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 130".

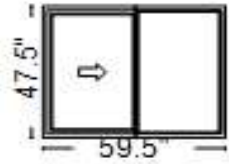
Rough Opening: 28" X 38"

Line #	Location:	Attributes		
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35 LL Family

Pella 250 Series, Sliding Window, Vent Right / Fixed, 59.5 X 47.5, White

Item Price	Qty	Ext'd Price
\$672.42	1	\$672.42



PK #
2155

Viewed From Exterior

1: 6048 Vent Right / Fixed Double Slider

Frame Size: 59 1/2 X 47 1/2

General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, 2 Locks, White, No Limited Opening Hardware

Screen: Half Screen, InView™

Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.56, CPD PEL-N-210-00185-00001, Performance Class R, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Clear Opening Width 24.792, Clear Opening Height 43.25, Clear Opening Area 7.446208, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: No Grille,

Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 214".

Venting Width: Equal

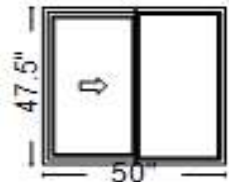
Rough Opening: 60" X 48"

Line #	Location:	Attributes		
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40 LL Bedroom 3

Pella 250 Series, Sliding Window, Vent Right / Fixed, 50 X 47.5, White

Item Price	Qty	Ext'd Price
\$681.87	1	\$681.87



PK #
2155

Viewed From Exterior

1: Non-Standard Size Vent Right / Fixed Double Slider

Frame Size: 50 X 47 1/2

General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, 2 Locks, White, No Limited Opening Hardware

Screen: Half Screen, InView™

Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.56, CPD PEL-N-210-00185-00001, Performance Class R, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Clear Opening Width 20.042, Clear Opening Height 43.25, Clear Opening Area 6.019559, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: No Grille,

Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 195".

Venting Width: Equal

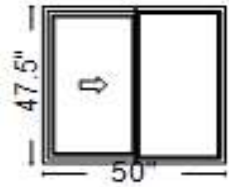
Rough Opening: 50 - 1/2" X 48"

Line #	Location:	Attributes		
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45 LL Bedroom 2

Pella 250 Series, Sliding Window, Vent Right / Fixed, 50 X 47.5, White

Item Price	Qty	Ext'd Price
\$681.87	1	\$681.87



PK #
2155

Viewed From Exterior

1: Non-Standard Size Vent Right / Fixed Double Slider
Frame Size: 50 X 47 1/2
General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, 2 Locks, White, No Limited Opening Hardware
Screen: Half Screen, InView™
Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.56, CPD PEL-N-210-00185-00001, Performance Class R, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11, Clear Opening Width 20.042, Clear Opening Height 43.25, Clear Opening Area 6.019559, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: No Grille,
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 195".
Venting Width: Equal

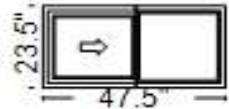
Rough Opening: 50 - 1/2" X 48"

Line #	Location:	Attributes		
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55 Garage

Pella 250 Series, Sliding Window, Vent Right / Fixed, 47.5 X 23.5, White

Item Price	Qty	Ext'd Price
\$498.48	1	\$498.48



PK #
2155

Viewed From Exterior

1: 4824 Vent Right / Fixed Double Slider
Frame Size: 47 1/2 X 23 1/2
General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware
Screen: Half Screen, InView™
Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.56, CPD PEL-N-210-00185-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Clear Opening Width 18.792, Clear Opening Height 19.25, Clear Opening Area 2.512125, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: No Grille,
Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 142".
Venting Width: Equal

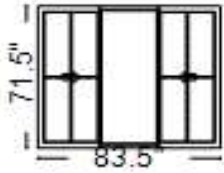
Rough Opening: 48" X 24"

Line #	Location:	Attributes		
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85 Bedroom 1

Pella 250 Series, Sliding Window, Vent Right / Fixed / Vent Left, 83.5 X 71.5, Black

Item Price	Qty	Ext'd Price
\$1,034.18	1	\$1,034.18



PK #
2156

Viewed From Exterior

1: Non-Standard Size Vent Right / Fixed / Vent Left Triple Slider

Frame Size: 83 1/2 X 71 1/2

General Information: Standard, Vinyl, Nail Fin, No Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: Black, Laminated

Interior Color / Finish: White

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, 2 Locks, White, No Limited Opening Hardware

Screen: Half Screen, InView™

Performance Information: U-Factor 0.28, SHGC 0.26, VLT 0.49, CPD PEL-N-210-00185-00007, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Clear Opening Width 22.9055, Clear Opening Height 67.25, Clear Opening Area 10.69719, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (2W2H / 0W0H), 2W2H), White, Black

Wrapping Information: Factory Applied, Pella Recommended Clearance, Perimeter Length = 310".

Venting Width: 1/3 Vent

Rough Opening: 84" X 72"

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

PELLA® WINDOW AND DOOR INSTALLATION LIMITED WARRANTY

IMPORTANT NOTICE:

Read this entire Warranty before the installation of Pella Corporation (“Pella”) products pursuant to a Pella Sales Agreement. By agreeing to the installation of Pella products under a Sales Agreement, you are acknowledging that this Warranty is part of the terms of sale. If you (“Buyer”) entered into a Sales Agreement with a Pella Sales Branch (“Seller”) for the sale and installation of Pella products into your existing or new construction home (“Covered Installation”), this Pella Installation Limited Warranty (“Installation Warranty”) applies. This Installation Warranty does not apply to product defects. Product defects are covered under the applicable product warranties. Buyer should review the applicable Pella product warranties for warranty coverage and limitations applying to Buyer's Pella products. This Warranty does not extend to any non-Pella products installed by Seller. This Warranty may apply to product finishes or finishing performed by Seller or Pella but only to the limited extent set forth below. Finish applied by Pella may be covered under the applicable product warranties. Moreover, if you selected the Seller finished products option in your Sales Agreement, your purchase may also be subject to a Finish Limited Warranty. Buyer can review current product and finish warranties at pella.com/warranty or obtain copies from Seller. The proper finishing, care and maintenance of Pella products are important to assuring that Pella products will perform year after year. Please go to pella.com/warranty for additional finishing, care, and maintenance information.

INSTALLATION WARRANTY:

Seller makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. Except for Storm Doors, Seller warrants that all installation work performed as a part of a Covered Installation will be free of Installation Defects for one (1) year cosmetic, ten (10) years structural, and ten (10) years water intrusion. An “Installation Defect” is an error that significantly impairs the proper operation of a Pella product. If Seller is given Prompt Notice (as defined below) of an Installation Defect within two (2) years from the date of substantial completion of the original installation, Seller shall, at its sole option: 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Seller determines such materials are

necessary to make the repairs) or 2) refund the original purchase price of the defective unit(s) including the price of installation.

CONDITIONS AND LIMITATIONS APPLICABLE TO ALL COVERED INSTALLATIONS:

If Pella or Seller provided trim as part of the Covered Installation and such trim must be replaced under this Warranty, Seller shall provide reasonably suitable trim but cannot assure it will match the original trim. dms.us.51021980.07 The extent of coverage with respect to finishes is limited as set forth in this paragraph. If the original product or component was finished by Pella or Seller and a replacement is required because of a Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty, the product will be replaced with finish. If the finish was provided by someone other than Pella or Seller, the product or component replaced will not be finished and no coverage is provided by Pella or Seller for such finish. Even where Seller chooses to repair or replace product, the coverage afforded by this Warranty does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including any carpentry work). Buyer is responsible for performing any finishing work to the home as a result of any warranty work, including carpentry or painting work. Replacement product and installation provided pursuant to this Warranty shall be covered only for the remainder of the terms of this Warranty.

TRANSFER OF WARRANTY:

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

This Warranty is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred. All subsequent owners (also referred to as "you" or "Buyer") are subject to all conditions and limitations of this Warranty to the same extent and in the same manner as the original Buyer.

This Warranty applies with equal force to multiple buyers, including spouses, and the term "Buyer" is both singular and plural as the case may be.

LIMITATION OF WARRANTY:

This Installation Warranty is the exclusive warranty for a Covered Installation. Neither Pella nor Seller make any other express or implied warranties with respect to the installation of your Pella Products. There are no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

LIMITATION OF LIABILITY:

This warranty sets forth the maximum liability for the installation. In no event (including where Seller has no performance obligations due to the operation of conditions or limitations) shall Pella, Seller or installer be liable for any incidental, consequential or special damages resulting from the sale, installation, service or use of any Pella products. In no event shall the liability of Seller, Pella or installer exceed the price paid for the product and

installation. LIMITATION OF REMEDY:

The exclusive remedy of the buyer, and the sole liability of Pella, Seller and installer for any and all claims, losses, injuries or damages (including claims based on breach of warranty, contract, negligence, tort, strict liability or otherwise) resulting from the sale, installation, service or use of a Pella product or installation service, shall be, at the option of Seller, repair of installation defect or product defect or return of the original purchase price. If Pella or Seller provides any of the remedies identified in the installation warranty above (i.e., repair or refund), then buyer agrees that this remedy shall not have failed of its essential purpose.

DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL COVERED INSTALLATIONS:

Seller and Pella are not responsible for any loss or damage due to or make no warranty or service commitment as to:

- Loss or damage arising from exceeding the performance parameters for the Pella products set forth in product labeling or the Pella Architectural Design Manual.
- Installations, repairs or modifications performed by anyone other than Seller or someone under the control or supervision of Seller.
- Installation of non-Pella products.
- Covered Installations or service that has not been paid for in full.
- Installation or product failure, or loss due to: Structural settlement or movement, vibration, excessive localized heat, high in-home humidity (condensation, frost and mold), high moisture environments or latent defects in home. Water leakage not caused by installation performed by Seller. Acts of God. Salt spray, acid rain, or other corrosive elements.

Finish except as specifically described herein. dms.us.51021980.07 For more information regarding the finishing, maintenance, service, and warranty of all Pella® products, visit the Pella® website at www.pella.com

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation, or cleaning (by others outside of Seller's control). Improperly installed security systems or damage by security systems. Failure to utilize proper maintenance or finishing practices. Normal wear and tear. Damage and/or discoloration to fabric shades, screens or blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if product is not being cycled (held in the raised position a portion of the time). Any breaches, such as scratches, chips, or abrasions, that have not been timely

repaired. Application of after-market window films to glass surfaces. Insects, including grasshoppers (except for coverage for termites). Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision. Minor variations in glass color. Variations in wood grain, color, texture, or natural characteristics.

NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS

Prompt Notice of Claim for Service. Seller shall have no obligation under this Installation Warranty for claims received after ten (10) years of the date of substantial completion of the original installation, and all suits commenced after this period shall be barred.

WARRANTY CLAIM PROCEDURE:

Claims under this Warranty should be made in writing to Seller identified in the Sales Agreement. If Seller cannot be located, assistance in determining the location or availability of Seller may be made by writing to Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa, 50219, or by calling for service at 800-374-4758. Claims should include the following information:

- Claimant's name, address, and phone number and the installation address (if different);
- A description of the product, purchase price, and the date and location of purchase, the name and other identifying information for Seller, and copies of the Sales Agreement and any invoices.
- The Pella serial number located on the insulating glass spacer, or the unit identification number located on the lower left-hand corner of the glass (as seen from the inside).
- A description of the product or installation concerns (photos may be included)
- A brief summary of attempts made to address the concerns.

PROJECT SPECIFICS

CANCELLATIONS AND/OR CHANGES: Pella Manufactures product specifically for your project and therefore does not accept returns. Because these products are made especially for your order, cancellations and/or changes are not allowed.

MATERIAL HOLD: If the customer requests delivery of the product beyond thirty days of the customer's original delivery date established at the time the contract was signed, the customer agrees that Pella may bill them in full on stored materials. In addition, the customer, at Pella's election, will pay 3% of the order value or \$250.00 per month warehousing charge, whichever is greater. This warehousing charge will begin on the 1st of the month following the customer's original delivery date.

DELIVERY CONFIRMATION: You will receive a telephone call one week prior to delivery to confirm your shipment. If we do not receive your confirmation

within forty-eight hours it will be assumed that you are not ready for delivery, and your order will be rescheduled on the next available delivery in your area. You will receive another call two days before your scheduled delivery with a two-hour window of when to expect your delivery. If we cannot reach you, we will leave a message. Changes to confirmed delivery dates will result in a \$150 rescheduling charge.

DELIVERY DAY: Seller provides delivery assistance to the customer's garage only. We also require customers to provide assistance in unloading and delivering product to the garage.

ACCEPTANCE OF WORK AND MATERIALS: The Customer shall immediately upon delivery inspect all material. All work performed and materials supplied under this Proposal shall be deemed to comply with all terms of the Proposal unless Seller is notified to the contrary within five (5) days following delivery.

ENTIRE AGREEMENT: The signed Sales Agreement, this Warranty Agreement, the Seller finish warranty if applicable and the Pella product warranties effective at the time of purchase constitute the entire agreement between Seller and Buyer (current Pella warranties are available at pella.com/warranty). Buyer agrees there is no reliance on any statement, agreement, writing, warranty, or representation, whether written or oral, other than the terms contained in this Warranty, the Sales Agreement, and any applicable product warranties. This Warranty may only be modified upon Seller's written notice to Buyer and Buyer's consent to the proposed modification.

PAYMENT TERMS: Seller accepts payment via ACH, check, debit card or credit card (subject to additional processing fee). For material, payment in full is required prior to delivery. For labor, payment in full is due at time of substantial completion. If payment terms have been established with Seller, all payments shall be made within the agreed time period from date of delivery, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations. Warranty Claims are valid only for paid in full contracts.

INTEREST: Customer agrees to pay a service charge of 1 1/2% per month on the outstanding balance for which payment has not been received after 30 days from the invoice date. The service charge shall be capitalized and become part of the customer's outstanding balance as the interest accrues. If the Customer is a consumer (as defined by applicable Usury Laws) the interest shall be the highest rate permitted by applicable law but shall not exceed 1 1/2% per month.

PRICES ARE VALID FOR 30 DAYS.

Pella Product and Installation Review

Pella Brand (Model):

Product Attributes: 250 VINYL

Exterior Color: WHITE - BLACK ON FRONT WINDOW

Interior Color: WHITE

Insulated Glass Option: ADVANCED LOW E

Hardware Type: STANDARD

Hardware Color: WHITE

Screen Frame Color: WHITE

Screen Cloth: INVIEW

Grille Type: GBG FRONT WINDOW

Grille Color: (interior/exterior) WHITE/BLACK

Blinds/Shades: N/A

Jamb Extended Wall Depth: NO JAMBS

Hinging and operation is viewed from the exterior

Frame Options/Installation Method:

New Construction

Replacement full frame with nail fin

Replacement low profile - no nail fin

Replacement Pocket - block frame into existing window frame

Exterior Siding:

Siding Cut Back

Remove/Reinstall Siding

Replacement Trim:

Exterior Trim Type:

Exterior Trim Color:

Interior Trim Type:

Interior Trim Color:

Seller Will:

- Deliver and unload products purchased per contract
- Place drop cloths on work area flooring
- Remove interior and exterior trim if necessary
- Provide all equipment and materials necessary to install new products
- Inspect all products purchased per contract
- Install all products per contract
- Insulate and caulk around products
- Verify that all products installed are in good working order
- Remove drop clothes, vacuum, and remove all construction debris
- Remove all old products from premises upon completion
- Remove all stickers from products installed

Homeowner Will:

- Make payments in full as required
- Be responsible for obtaining any approval of the project required by any homeowner's association, historical, or architectural committee
- Pay for and display building permit if general contractor is not
- Remove and reinstall existing shutters, awnings, and interior window treatments
- Understand that Seller is not liable for interior window treatments (blinds, shades, and shutters) fitting in the new window or door opening
- Cut back or tie trees, bushes, and shrubs two feet from exterior wall
- Arrange to have alarm system disconnected and reinstalled
- Arrange to have any plumbing and/or electrical repairs or changes made by appropriate licensed contractor prior to install date
- Provide site electricity for power tools
- Remove and reinstall hangings from room, collectables, and other knick knacks
- Remove and reposition furniture in work area (approx. 6 feet)

Contractor Will:

- Secure the building permit and dumpster
- Install smoke detectors and carbon monoxide detectors per code

INITIAL IF PREFINISHED **BY PELLA** Color samples are only a general representation of the final product. Variations of different batches of stain along with natural differences in absorption rates, grain color, and characteristics of veneers and solid woods can and do affect the final wood color. Such variations will be considered normal and not cause for replacement. We will not accept returns based upon stains not matching samples.

INITIAL IF INSTALLED BY OTHERS Seller is a material supplier only for this Purchase Agreement. Seller only assists in verifying field measurements. The customer is responsible for measuring windows, doors, or other materials and confirming the correct size, hinging, or operation for the order. Seller is not responsible for measuring windows and doors, or any other materials for orders and will not be liable for the customer's failure to order the correct size, hinging, or operation. As a material supplier, Seller reviews only those documents or portions of documents related to the materials furnished. Seller does not review and or control existing wall conditions and how that will impact installation of materials furnished by Seller. Seller does not review the contract between the buyer/contractor and owner and is not bound in any way by the contractor other than this Purchase Agreement.

INITIAL IF INSTALLED BY SELLER Seller is contracted to install window and/or door material on this purchase agreement and will be responsible for ordering accurate measurements.

Delivery Date: _____ (Estimated) week of 03-11-24

Customer approves split delivery if necessary.

Jobsite Directions: _____ 5850 Ellis Dr W, West Fargo ND 58078

Customer Name and Cell Phone Number (to be used during delivery): _____ kinsey 701-936-1783

Email: _____ kinsey@redleafcustomhomes.com

Accessory Hold Delivery Date:

VIP Install Date:

Special Notes:

Payment Notes:

Terms XX

Check _____ Amount: _____ Balance Due Before Delivery: _____

Credit Card in PQM Amount: _____ Balance Due Before Delivery: _____

Project Checklist has been reviewed

Kinsey Wallace

Customer Name (Please print)

Customer Signature

Date

Credit Card Approval Signature

Wayne Reichling

Pella Sales Rep Name (Please print)

DocuSigned by:

Wayne Reichling

Pella Sales Rep Signature

02/05/2024

Date

Order Totals

Taxable Subtotal	\$9,356.64
Sales Tax @ 7.5%	\$701.75
Non-taxable Subtotal	\$0.00
Total	\$701.75
Deposit Received	\$0.00
Amount Due	\$10,058.39