

Proposal [REDACTED]
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Jeff Stone, Territory Manager
Litchfield, CT
T. [REDACTED] F. [REDACTED]

Berkeley Properties
159 Oenke Ridge Road
New Canaan, CT
Phone Fax

In Reference To:
Groff Residence
[REDACTED]

Designer Doors Proposal Summary

I. Pricing Summary

Custom Hand Crafted Door Construction	\$17,087.76
Professional Discount	(\$3,417.55)
Openers and Accessories	\$2,021.00
Installation and Site Inspection	\$1,875.00
Shipping and Handling	\$1,026.50
Proposal Total	\$18,592.71

Applicable sales tax will be added to the final invoice unless otherwise noted above

II. Product Summary (See product detail pages attached):

<u>Door</u>	<u>Qty</u>	<u>Size</u>	<u>Description</u>	<u>Page</u>	<u>Extended Price</u>
A - C	3	10' x 9'	Custom Overhead Pioneer Door	3	\$18,215.21
			Per Order Charges	4	\$377.50

III. Terms:

- 50% Deposit Due at time of Order **\$9,296.36**
- **Balance due including applicable taxes, if any, prior to Shipment.**
- Proposal pricing is valid for thirty (30) days, unless otherwise noted in proposal.
- Lead-time for shipment of your order may vary. For current lead times please contact your Sales Representative. Your Customer Service representative will contact you with a shipping date once we have received all the necessary items to manufacture your products.

How to order: Please sign this Proposal. Review and Sign the Drawings. Complete the attached Payment Options Form and Mail or Fax to the below: **Thank you for your order.**

Designer Doors, Inc.
702 Troy Street Fax Number: [REDACTED]
River Falls, WI 54022

I agree that this proposal constitutes the entire understanding of the parties, superseding any prior quotations, proposals, or agreements, and governs this sale.

Authorized Signature _____ Date _____

Printed Name _____ Title: _____

Designer Doors, Inc. Payment Options

For use with Designer Doors Proposa # [REDACTED] Fax ACH and Credit Card Payment to: [REDACTED]

<input type="checkbox"/>	Option A: Check or Money Order	Mail Payment to:	Designer Doors, Inc 702 Troy Street River Falls, WI 54022
	Check Payable to: Designer Doors, Inc.		
<input type="checkbox"/>	Option B: ACH Debit		
	<small>(Direct withdrawal from checking account, appears on your bank statement as ACH)</small>		
	9 Digit Routing/ABA #	Name on Account	
	Name of Financial Institution	Effective Date	
	Bank Account #	<input type="checkbox"/> Blanket Authorization for PO# [REDACTED]	
	City, State, Zip	I authorize all payments to be made with this method, customer will be notified of amounts prior to effective date	
	Authorized Signature	<input type="checkbox"/> One Time Charge Amount \$ _____	
<input type="checkbox"/>	Option C: Credit Card (check one)		
	<input type="checkbox"/> VISA/MC <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS		
	Credit Card Number	Expiration Date	
	Name (as shown on card)	CVV # on signature panel	
	Billing Address	City	State Zip Code
	<input type="checkbox"/> Blanket Authorization for PO #	[REDACTED]	
	I authorize all payments to be made with this method, customer will be notified of amounts prior to effective date		
	<input type="checkbox"/> One Time Charge	Amount \$ _____	
	Signature of Cardholder:	Card Holder Phone Number	

Payment by Check: If you mail a check for payment, it may be converted into an electronic funds transfer (EFT). This means a copy of the check will be made and the account information on the copy will be used to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours, and will be shown on your regular account statement. You will not receive your original check back. Your original check will be destroyed, but a copy will be retained. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check. If the EFT cannot be completed because of insufficient funds, we may try to make the transfer up to 2 times, and you may be charged a \$30.00 administrative fee.

Payment by Credit Card or ACH: I (we) authorize and request Designer Doors, Inc. ("MERCHANT") to initiate electronic debit entries or use any other commercially accepted practice to charge my (our) account listed above ("BANK"). I (we) authorize and request BANK to honor the debit entries initiated by MERCHANT and debit the charges to that account. This authorization relates to all payments required on my (our) MERCHANT account identified below and the related contract. The MERCHANT reserves the right to automatically charge a customer's credit/debit card and/or checking account for any un-paid balances that are deemed past due and/or in collection status. This authorization will remain in effect until all amounts owed related to the contract are paid in full, or I (we) cancel this authorization. I (we) may only revoke this authorization by contacting MERCHANT directly at the address and phone number listed above, and only in the case that I return the good, product and/or service provided to me by MERCHANT pursuant to their particular return policy in effect the date this authorization is granted. If the ACH cannot be completed because of insufficient funds, you may be charged a \$30.00 administrative fee.

See Document OA-1 for additional Terms and Conditions of Sale.

Proposal #: [REDACTED]
April 8, 2013

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T. [REDACTED] F. [REDACTED]

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Product Details for Doors A - C

I. Quality Features:

Your Designer Doors product will be constructed using time-tested craftsmanship and the finest materials. Listed below are the features of your Designer Door product:

II. Door Construction and Design Elements:

Doors A - C (3) 10' X 9' Custom Overhead Pioneer Doors construction featuring:

- ◆ Door Construction Features: 4 sections, Layered trim boards, 1 split look, 2 cross bucks, 1 horizontal trim board
- ◆ Glass Material Features: Simulated divided lites in 1 section, 6 curved lites, Clear Double Strength Glass, Quarter round muntin profile
- ◆ Door Surface Material Features: 4" V-Groove, Western Red Cedar, Dark tone wood will be selected for minimal tonal variation before stain is applied, Vertical orientation
- ◆ Door Top Special Features: standard radius curve, 15 inch drop
- ◆ Door Finish Features: The door will be sanded in preparation for a stain finish with One coat Cetol 1 and one coat Cetol 2/3 and Sikkens color to be determined, Sikkens Color to be determined before manufacturing for the interior
- ◆ Hardware Features: Standard Horizontal track (15" Radius), seal color to be determined
- ◆ Shipping: Designer Doors trucking, Northeast
- ◆ Installation Features: Standard Installation, 10 foot Liftmaster Estate Series Model 3585 Belt Drive opener, One 3-button transmitter per opener
- ◆ Warranty: 10 Year Limited Warranty

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Per Order Charges

Proposal Details for Estimate Number: [REDACTED]

Below are proposal items that apply to your entire proposal, not a specific door:

	Quantity	Price
Keyless Entry Package	1	\$101.00
Crating Charge		\$126.50
Site Inspection charges (for overhead garage doors only)		\$150.00
Total Per Order Charges		\$377.50

Document OA – 1 Customer Terms and Conditions of Sale

All sales by DESIGNER DOORS, INC. ("Seller") to CUSTOMER ("Buyer") are subject to the following terms and conditions.

1. **SALES OF GOODS:**

These Terms and Conditions of Sale apply to all sales. The placing of an order with Seller shall, by itself, constitute acceptance of these Terms and Conditions of Sale.

2. **SPECIFICATION OF ORDER:**

Signature on the Seller's proposal and accompanying design drawing indicates acceptance of the sizes and methods indicated on the signed documents. No references on any other document, including design sketches or paperwork provided by the Buyer, will be used in determining size and construction of goods. If measurements between original placed order and later completed Site Worksheet do not match, measurements from signed Site Worksheet will be used to determine size of goods without any consultation with Buyer. Changes in size from original order may result in increased price.

3. **PRODUCT CHANGES:**

Seller reserves the right to change specifications and/or designs without incurring any additional obligations to Buyer. Seller shall revise the purchase price to cover any increased cost arising from changes requested by Buyer including, but not limited to, hardware, installation issues and door size changes indicated by the Site Worksheet.

4. **TECHNICAL ADVICE:**

Seller assumes no liability with regard to the nature, results and manner of communication of "technical advice," all such advice being given and accepted at Buyer's risk.

5. **PRICE AND TERMS OF PAYMENT:**

Unless otherwise agreed in writing by Seller, 50% deposit is due at placement of order and balance remaining is due prior to factory shipment of goods. Buyer shall be responsible for all costs and expenses incurred by Seller in collection of any sums owing by Buyer, and Seller shall not be obligated to make any further deliveries to Buyer and may cancel all implied Sales Agreements with Buyer in the event of Buyer's default of this or any other Agreement between Seller and Buyer. Any costs and expenses shall include, but not be limited to, reasonable attorney's fees.

6. **SCHEDULING:**

Seller will schedule orders to be built upon receipt of a signed proposal, accompanying design drawings and any required deposits. Buyer understands that any subsequent change to the original order could result in a revised order schedule date.

7. **EXCUSABLE DELAYS:**

Seller will use reasonable commercial endeavors to make the goods available for delivery on the scheduled date of shipment, or at any other time or date agreed with Buyer, and to ensure fulfillment of its and its suppliers' obligations under these Terms and Conditions of Sale, but exact time shall not be of the essence in this agreement between Seller and Buyer. Any date specified by Seller for shipment or delivery is approximate only and, in the event of Seller's failure to meet such dates for any reason, Seller will not be liable for any loss or damage suffered by Buyer as a result of any such delay. All dates specified by Seller are contingent upon Buyer meeting obligations with regard to timeliness of payments, job site readiness and return of relevant paperwork.

8. **STORAGE FEES:**

If Buyer is unable to accept delivery of product within 10 days from scheduled date of shipment, a storage fee of \$100 per door per day will be assessed, starting with the tenth day from scheduled delivery. Delayed orders will be rescheduled on the next available open space after agreed upon ship date. Seller will endeavor to contact Buyer regarding delivery times, dates and locations prior to actual drop-off date.

9. **ADDITIONAL DELIVERY OR INSTALLATION COSTS:**

For delivery of product, drop site must be physically and legally accessible for semi-tractor traffic. Buyer is responsible to notify Seller if job site is not semi-truck accessible, and will incur additional delivery charges for failure to notify Seller of a non-accessible site. Non-accessible sites require an alternative drop site and/or additional fees. Additional Island or Ferry delivery costs will be charged as applicable. If delivery or installation is delayed due to Buyer's failure to adequately prepare site, including failure to clear out garage space, failure to have construction work completed including framing, cement, or electrical wiring, or failure to have necessary payments or personnel available at agreed upon times, a charge of \$150.00 per hour will be assessed to cover labor, travel time and expenses.

10. **OTHER ADDITIONAL CHARGES:**

If any order specifications change, such as specialty hardware add-ons, finishing requests, additional installation requirements, or any other situation that arises that the Seller was not originally made aware of, additional charges will be added. If the order is not fulfilled for any reason within 90 days of the order, the seller reserves the right to increase the price, if there is an increase in material costs.

See Document OA-1 for additional Terms and Conditions of Sale.

11. **FINISHING AND STORAGE:**

Doors must be properly stored and protected from the elements by Buyer on delivery and finished within 10 days on all surfaces, including edges, with appropriate materials (see warranty) prior to exposure to the weather to prevent moisture absorption and possible warpage of the wood sections. See the Designer Doors, Inc.'s "Care, Handling and Finishing Guide" instructions for a complete listing of all finishing and storage requirements.

12. **CANCELLATION:**

Cancellation of order by Buyer is allowable only within two weeks of order placement. Buyer is responsible for a minimum handling fee of \$1000. Seller will automatically deduct these costs from refund of deposit.

13. **BUYER' S ACCEPTANCE:**

Buyer acknowledges that receipt of Seller's goods from carrier shall constitute acceptance by Buyer, of both quality and quantity, unless Buyer notifies Seller of non-acceptance, within five (5) business days from the date of receipt of such goods.

14. **OWNERSHIP OF WORK:**

Buyer acknowledges and agrees that Seller is sole owner of all designs, trade names and drawings associated with or incorporated into the work and the same may be protected under one or more of the Seller's copyrights, trade names, and patents or patents pending.

15. **PAYMENT BY CHECK**

If you mail a check for payment, it may be converted into an electronic funds transfer (EFT). This means a copy of the check will be made and the account information on the copy will be used to electronically debit your account for the amount of the check. The debit from your account will usually occur with 24 hours, and will be shown on your regular account statement. You will not receive your original check back. Your original check will be destroyed, but a copy will be retained. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check. If the EFT cannot be completed because of insufficient funds, we may try to make the transfer up to 2 times, and you may be charged a \$30 administrative fee.

16. **OTHER CONDITIONS:**

The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Conditions not stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Buyer's formal order, will not be binding on the Seller. No clerical error in any documentation relating to any order shall entitle the Buyer to reject the goods, which are subject to such order. Buyer may not assign this contract nor the obligations arising thereunder without the prior written consent of Seller. Placement of this order gives the Seller the right to take and use promotional photographs of installed product, unless otherwise notified in writing by Buyer at the time of sale. If any provision(s) or portion of any provision of these Terms and Conditions of Sale shall be held to be invalid, illegal, or unenforceable, the remaining provisions or portions of any provision shall be valid and enforceable to the extent possible. These Terms and Conditions of Sale may only be changed or amended by an instrument in writing signed by a duly authorized officer or representative of Seller. The laws of the State of Minnesota shall govern the construction, validity and performance of these Terms and Conditions of Sale.