



Sales Person: SCOTT FULLWOOD

Cell: (561) 281-3515

Quote: SAF-Q16-040 A

Prices Firm For 30 Days

Date 5/9/2016

Sold to:	Richard Kahn	Job Name:	Richard Kahn
Address:	358 El Brillo Way	Address:	358 El Brillo Way
City:	Palm Beach	City:	Palm Beach
State:	FL	State:	FL
Zip:	33480	Zip:	33480
Phone :	212-971-1306		
Job Contact:	Richard Kahn	Mobile:	917-414-7584
		E-Mail:	

ENTRY DOOR NOT INCLUDED IN BID

Product 1 Specifications			
Products To Be:	Bildau & Bussmann	Material:	Wood
Exterior Finish Type:	Mahogany	Interior Finish Type:	Mahogany
Exterior Color:	Undecided Standard	Interior Color:	Undecided Standard
Glazing:	Insulated Impact	Glass Tint:	None
Muntin(SDL) Bar Profile:	None	Muntin(SDL) Size:	None
Window Hardware Finish:		Door Hardware Finish:	
Screens:	None	Door Hinge Material:	
Additional Specifications:			



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Items Listed above Include Price for Material and Taxes Only Delivery Included.

Total Above Materials: \$ 42,263.76

YES	Removal of Existing Units Listed and Installation	\$ 12,658.25
YES	Bucking Per NOA Requirements	\$ 1,125.92
YES	Vulkem Waterproofing (2 Coats)	\$ 1,047.98
NO	ALUMINUM PANS	\$ -
YES	Driving Rain Simulation Testing	\$ -
		\$ -
Installation Subtotal:		\$ 14,832.15
Professional Services: (YES or NO)		
YES	Permit Fees	\$ 1,966.59
NO	No Engineering Fees	\$ -
Professional Services:		\$ 1,966.59
Base Price Includes Items and Services Listed Above		\$ 59,062.50

Buyer's/Responsible Partie's Initials: _____

Sign Below to add an Option to above shown Total	<u>ADDITIONAL OPTIONS</u>	Additional Cost
_____		\$ -
_____		\$ -
_____		\$ -
_____		\$ -
_____		\$ -
_____		\$ -
_____		\$ -
_____		\$ -

Contract Payment Conditions

50% of Materials Deposit With Signed Contract	\$ 22,115.17
50% of Materials Due Upon Delivery To Coastal Windows & Doors LLC.	\$ 22,115.18 *
Progress Payments For Installation	\$ 14,832.15 **

*See standard terms and conditions, when payments may be due prior to FOB(freight on board) issues or housing of materials.

**Progress payments at sellers discretion according to percentage of completion generally accepted from American Institute of



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COASTAL WINDOWS AND DOORS, LLC. TM

8300 RESOURCE DRIVE, WEST PALM BCH, FL 33404
PHONE(561)842-7000 FAX(561) 842-7755

Sold to: Richard Kahn
Address: 358 El Brillo Way

Job Name: Richard Kahn
Address: 358 El Brillo Way

City: Palm Beach
State: FL Zip: 33480
Phone : 212-971-1306
Email: [REDACTED]

City: Palm Beach
State: FL Zip: 33480
Job Contact: Richard Kahn
Mobile: 917-414-7584
Email: [REDACTED]

COASTAL WINDOWS & DOORS, LLC. STANDARD TERMS AND CONDITIONS

We are pleased to offer the following contract with regard to installation of the aforementioned items. The following terms and conditions apply. Quoted price includes material, delivery, installation and applicable taxes, unless otherwise indicated. Coastal Windows and Doors, LLC. is not responsible for protection of finished product after delivery or installation. All estimates are based on normal clear jobsite conditions unless otherwise indicated in this contract.

Acceptance of this order is expressly conditioned upon the terms and conditions contained herein unless subject to a separate written sales agreement signed by both parties.

1. PRICES AND PAYMENT TERMS: All prices are US currency, payable at the office of Coastal Windows and Doors, LLC. in Palm Beach County, Florida. Installation may not begin until all materials have been paid in full. Subsequent progress payments for installation may be required upon the discretion of Coastal Windows and Doors, LLC.. Final payment for installation is due within 5 days of completion. Unpaid balances not paid when due shall bear interest at 1.5% per month until paid in full and may jeopardize the installation schedule. Title in any goods described on this form is transferred to the Buyer/Responsible Party at shipment. Buyer/Responsible Party hereby grants to Coastal Windows & Doors, LLC., a security interest in any such goods sold hereunder, or the proceeds thereof, to secure the performance or payment of the obligations of the Buyer/Responsible Party under this agreement. Buyer/Responsible Party agrees to execute any document reasonably required by Coastal Windows and Doors, LLC. to perfect this security interest. A convenience fee of 3% will be charged to all credit card transactions.

Coastal Windows and Doors, LLC. will retain all right of a lien provided by the Florida Construction Lien Law until payment is paid in full. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 712.001-713.37, FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. YOU MAY ALWAYS ASK YOUR CONTRACTOR FOR A RELEASE OF LIEN.



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All sales are FOB(Freight on Board), this determines when the Buyer/Responsible Party takes ownership of the product being purchased. FOB origin means that the Buyer/Responsible Party takes ownership at the Seller's location and is responsible for it at that point. Therefore, the sale is complete once the product is picked up by the Buyer/Responsible Party. FOB Destination means that the Seller is responsible for delivering product to the Buyer/Responsible Party, unless specified otherwise, the sale occurs at time of delivery to Coastal Windows and Doors, LLC.. In the event of Buyer's/Responsible Partie's default in payment, Coastal Windows and Doors, LLC. shall have all of the rights of a Seller under the Uniform Commercial Code in force in Florida, including the right to reclaim the goods. In the event of reclamation, Buyer/Responsible Party agrees that Seller may retain any sums paid as payment for use of the goods. Buyer/Responsible Party agrees to pay reasonable attorney's fees and costs, including costs of investigation and prosecution of any claim arising out of the breach of this agreement. In the event that any payment is not made when due, Coastal Windows and Doors, LLC. Shall have the absolute right to refuse to deliver any other order or shipment until payment is made.

Indemnity: To the fullest extent permitted by law, the Buyer/Responsible Party shall, defend, indemnify and hold harmless Coastal Window and Doors, LLC. its officers, directors, members, consultants, agents and employees (the "Seller Indemnified Parties") from all claims for bodily injury, wrongful death, violation of code or Statute, and property damage, that may arise from the performance of the work and the product sold, to the extent the negligence is attributed to such acts or omissions by Buyer/Responsible Party or anyone employed directly or indirectly by any of them or by anyone for those acts any of them may be liable, including all costs and attorney's fees incurred by Seller to enforce this provision, including mediation, trial and/or court of appeals. The Buyer/Responsible Party shall not be required to indemnify or hold harmless Coastal Windows and Doors, LLC. Indemnified Parties for any acts, omissions or negligence of Coastal Windows and Doors, LLC. Indemnified Parties.

Changes in Scope: Any verbal requests will not be recognized, nor any written change from anyone other than the Buyer or Responsible Party of this contract, unless written consent is given within 5 days of sign contract to authorize a Decision Maker in the Buyer's/Responsible Partie's absence. The Buyer, Responsible Party, or Authorized Decision Maker may order changes without invalidating this contract consisting of additions, deletions or other revisions, the material sum and installation sum being adjusted accordingly.

I _____ Authorize _____ to be the Authorized Decision Maker in my absence.

2. DELIVERY: Coastal Windows and Doors, LLC. shall schedule delivery and installation following the complete receipt of orders at it's facility and shall endeavor to do so in accordance with standard industry practice. Coastal Windows and Doors, LLC. shall not be liable for any delays in installation caused by factors beyond its reasonable control, including but not limited to weather or other acts of God, accidents, disruptions, fires, explosions, breakdowns of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, or failure or delay in its usual source of supply, manufacturer delay(s) and or defect(s), war or terrorist acts. Coastal Windows and Doors, LLC. may not be withheld or be back charged in the event of such a delay as listed. The date of delivery or performance shall be deemed extended for a period greater than or equal to the time lost by the delay.

3. WARRANTY: All Coastal Windows and Doors, LLC., installations are warranted against defects in material or workmanship for a period of one (1) year from the date of substantial completion. Other than the implied warranty of title, NO ORAL, STATUTORY, OR IMPLIED WARRANTY, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Coastal Windows and Doors, LLC.'s obligation with respect to the installation shall be limited to this printed warranty. All warranties are void unless Coastal Windows and Doors, LLC. has received payment in full and products are installed in strict conformity with Coastal Windows and Doors, LLC. specifications and instructions for installation. In the event of a breach of warranty, Coastal Windows and Doors, LLC. shall have the option to repair or replace any defective product or application. Replacement shall not include any other cost other than repair or replacement of the defective product or application.



4. **LIMITATION OF LIABILITY:** Coastal Windows and Doors, LLC.'s liability on any claim for loss or damage arising out of this contract, or for the performance or breach thereof, or connected with the supplying of any service hereunder, or their sale, operation or use, whether based on contract, warranty, tort (including negligence), strict liability or other grounds, shall not exceed the price of such service or part thereof applicable to the claim. In no event shall Coastal Windows and Doors, LLC. be responsible for special, punitive, penal, consequential or incidental damages, including but not limited to damages for loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, or claims of customers for such damages.

5. **INSPECTION:** Except as otherwise provided in Coastal Windows and Doors, LLC. printed warranty, it shall be Buyer's/Responsible Partie's responsibility to promptly examine and inspect the substantially completed installation and to notify Coastal Windows and Doors, LLC. in writing within ten (10) days after delivery of any complaint that relates to the service provided or any claimed failure of the service to conform to this contract. Failure to notify Coastal Windows and Doors, LLC. within the allowed claim period shall be deemed an irrevocable acceptance of the installation, and a waiver of any claimed defect. Glass and frame finishes shall be in accordance with generally accepted conditions as defined by the Selected ASTM Standards Relating to the Flat Glass Industry-Revised 5/98, Page 1 Paragraph 3.1.1.11: Page 3, Table 1 and Page 5 Paragraph 7.3. Inspection of the windows and doors is to be made by examining the product at a distance of 10 feet back from the windows and doors to look for scratches, dings, or imperfections in workmanship in order to establish a punch out list. Inspection is to be reasonable. **NOTE:** Scratches and dings will occur with this type of remodeling or renovation due to the number of times the material is handled from manufacturing to delivery to installation.

6. **SITE PREPARATION:** Buyer agrees to prepare the premises to permit the locating or placing of the goods without obstacles or hindrances of any kind. Coastal Windows and Doors, LLC. may, but is not obligated to, provide additional supplies, hardware or other items needed to complete the installation.

7. **BUYER'S REPRESENTATIONS:** If the goods are to be installed as improvements to real property, (and unless indicated otherwise in this agreement or a separate purchase agreement, the goods are to be installed as improvements to real property) Buyer/Responsible Party represents to Coastal Windows and Doors, LLC. that none of the goods may be resold as a separate item.

8. **GENERAL MATTERS:** Buyer/Responsible Party agrees to give Coastal Windows and Doors, LLC. full and prompt cooperation with respect to any request for action related to consumer product safety issues. No assignment of this agreement may be made without prior written approval by Coastal Windows and Doors, LLC.. This contract shall be deemed made in Palm Beach County, Florida and shall be governed and construed under the laws of Florida. Venue of any action arising out of this agreement shall be in Palm Beach County, Florida. This agreement represents the entire agreement of the parties and may not be altered or modified other than by a writing signed by Coastal Windows and Doors, LLC.

Buyer's/Responsible Partie's Signature: _____

Date: _____

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