

AMERICAN ALUMINUM FABRICATORS CORP. FEI/EIN Number: 82-3439141

NOTE: City fees are paid by purchaser.

AMERICAN ALUMINUM FABRICATORS CORP (AAF).

Responsibilities:

– Exterior caulking will comply with AAMA 808.3 Section 1.4 or ASTM C 920 Class 25 Grade NS or greater

– Buck and stucco repair is included as needed (excludes major unforeseen conditions)

– To provide client with proof of state license and certificate of insurance.

– To haul away all trash and debris.

– To provide notice of commencement and partial release of lien and manufacture order waivers as payments are made upon request.

– To provide a three-year warranty on labor.

-In good faith – AAF may assist client with the following items but will not be held responsible for any damages: moving furniture and valuables, removing window treatments, reinstalling window treatments, removing alarm system wiring, and covering work area to help prevent dust and debris from entering home.

-Purchaser understands that lead time varies depending of manufacturer(s) being used for this project. Purchaser understands that products for this.

project will not go into production until AAF receives “The Notice to Proceed” if this project is financed by another party, 100% deposit is paid when it is a cash deal, and / or in some cases city permits and associations have provided approvals required.

– Upon substantial completion, purchaser shall only hold a maximum of 5% of the total contract value but shall not exceed over \$1,000. The following

pending items are some examples that shall not be used to hold more than the allowable amount: screens, glass repair, parts repair, hardware, etc. At

times, a service ticket needs to be submitted to the manufacture for a manufacture service to take place. This is also a pending item that shall not be

used against AAF to hold any more than the allowable amount. In the case that the project is financed, AAF will supply purchaser with a check for the

amount of the hold upon receiving funding from the third party.

– If this project is not financed, the initial deposit will be for 80% at delivery and installation starts – 10% after passing final inspection.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY WILL PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENTS AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB CONTRACTORS, SUBCONTRACTOR, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LEIN 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 SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENTS ARE MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LEIN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Terms and Conditions

1. **BINDING:** upon purchaser, its heir, the successors and/or assigns. Purchaser further represents that he is the true owner of the subject premises

upon which seller will be installing the subject hurricane protection products. Purchaser acknowledges that this agreement and the subject purchase and

sell contemplated herein does not constitute a home solicitation sale and that seller and its salesperson and agents called upon purchasers and made a

business visit to purchasers' home upon the express invitation of purchaser or the purchaser's agent.

2. **INSTALLATION PROCESS:** During installation of the hurricane protection products as contracted for within this agreement, each system shall be

tested for proper fit and operation. Purchaser agrees that it must be present during the installation process if it desires to view the hurricane system installed and deployed. Should purchaser not decide to be present, seller will be under no obligation to again install or deploy either the window, door, and/or shutter system. Following installation, if the purchaser believes that seller has failed to provide any products purchased under this agreement, and then in that event, purchaser must advise seller within ten (10) days following the installation.

3. **PAYMENTS:** Any payments due and owing for longer than ten (10) days shall incur interest at 18% per annum. Purchaser agrees that it will not make any deductions from or back charges against any amount's due seller pursuant to the terms of this agreement without prior written agreement of seller.

In the event that purchaser deliver's to seller or personal, business or corporate check which is returned to the seller by its depository bank for any reason whatsoever purchaser shall pay to seller a processing fee in the amount of FIFTY AND NO/100 DOLLARS (\$50.00). Thereafter at the option of American Aluminum Fabricators Copr. seller may require paying all further payments in cash,

cashier's check, or money order. After being directed to do so by seller, if purchaser does not comply, purchaser shall be in default of this contract. Both parties agree that the buyer may hold back up to 5% of the unpaid balance in the event of any recognized minor defects, loss or damaged screen, damaged glass, or any other minor item that may require replacement providing that the windows and/or doors that are specified on this contract are installed.

American Aluminum Fabricators Corp. offers financing from many financial institutions as convenience towards to our customers. American Aluminum Fabricators Corp. is not a lender and has no say in the final decision rendered by the lender regarding your financing.

Purchaser agrees that any delays when payments are due will result in a delay in job completion.

4. PURCHASER REMEDIES: It is expressly agreed that following the installation of the subject goods and products, the purchaser exclusive and sole remedy shall be the remedies contained in the warranty certificate attached to this agreement, the terms of which are incorporated herein by this reference. There are no warranties, expressed, implied or statutory which extend beyond the description contained in the warranty certificate. Seller shall have no liability for any consequential damages incurred by the purchaser. Notwithstanding the foregoing, seller's liability for damages to purchaser, including any or all attorney fees and costs of suit to which the purchaser may be entitled, are expressly limited to the lesser of the contract amount of this agreement or the amount paid or deposited by the purchaser.

Should purchaser be entitled to its return of its deposit purchaser agrees that this only only happen if the order has not been cut and started. Once the order starts the manufacturing process no returns can be made.

5. LIQUIDATED REMEDIIES: Should purchaser default in the payment of any sums due under this agreement or should purchaser attempt to cancel or terminate for any reason whatsoever, seller in addition to any and all other rights to which seller is entitled as a matter of law shall have the option of electing to accept as liquidated damages a sum equal to one half (1/2) of the total contract amount as shown in the front agreement.
6. NOTICE OF CUSTOMER RIGHTS UNDER FLORIDA HOME OWNERS' CONSTRUCTION RECOVERY FUND FOR RESIDENTIAL CONTRACTS IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) ,

FLORIDA STATUTES 489.1425 REQUIRES US TO NOTIFY YOU OF THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT. WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLOIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT

THE RECOVERY FUND AND FILING CLAIM. CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE TELEPHONE

NUMBER AND ADRESS: 7960 ARLINGTON EXPRESSWAY, SUITE 300, JACKSONVILLE, FLORIDA 32211-7467 (904) 727-6530.

7. SUFFICIENCY OF STRUCTURE: Purchaser agrees that it shall be purchaser's obligation to provide and to ensure that any and all walls, structures and other improvements to which

seller's window/door/shutter product is to be attached is of sufficient strength, construction and integrity so as to allow the attachment and installation of seller's shutter product in compliance with all the applicable government building codes and requirements, using seller's standard installation, procedure, tools, parts and fasteners. Seller shall not be responsible for and is relieved of any and all obligation to install

any product if seller encounters any hidden or unforeseen condition that interferes with or otherwise increase the cost of seller's standard installation. It is often difficult for seller's salesperson to determine whether the intended manufacture and installation of the hurricane protection products is unusual and/or extraordinary. Should unusual, extraordinary or abnormal conditions arise or become evident as to any portion of the engineering, manufacture and/or installation of the hurricane protection product, then in that event seller shall have the absolute right to cancel this agreement and the seller's financial liability thereafter shall be limited to the return of purchaser's deposit less seller's incurred costs.

8. **DAMAGES DURING INSALLATION:** Although seller will use reasonable care in the installation of the subject goods and products, purchaser agrees that certain damages to purchaser's property as a result of the installation are unavoidable. Purchaser agrees that the seller will not be responsible and purchaser specifically waives any claims for such damages that may occur during installation, whether caused by seller or others, including but not limited to, cracked, chipped or damaged tile, marble or Chattahoochee caused by drilling, cracked roofing tiles or other roof damage caused by walking on purchaser's roof, damages to landscaping when access to windows or door openings are impeded or hampered by landscaping such as trees, flower beds or shrubbery, damage to paint, stucco or plaster, damages to windows or window sills, damages to pool enclosures and screening surrounding pools, damages from debris, dust or scrap caused by metal shavings or cement dust occurring during the installation of window/door/shutter systems and which may be blown into pools, spas or ponds, damages caused by the existence of concealed or non-apparent conditions, including the existence of electrical, plumbing, air-conditioning, alarm systems or other components not visible to seller or seller's installer, and any and all damages or defects resulting from installation required by purchaser which depart from conventional installation methods or practices, or defects are damages resulting from design changes requested by which depart from approved engineering specifications or building codes.

The installation of hurricane protection products requires the drilling of a considerable number of holes in the structure to which the hurricane protection product is to be attached.

9. **NO DAMAGE FOR DELAY:** Purchaser agrees that seller shall not be responsible for and shall not be liable to purchaser for any delay damages experienced by purchaser. Purchaser expressly waives any such delay damages. Should the delivery or installation of the subject goods and products require purchaser and its agents to obtain homeowner association approval or condominium association approval for the delivery and installation of the subject goods and products, then in that event, seller's obligations to perform under this agreement shall be postponed until receipt of such approval. Purchaser's obligation under this agreement shall not be contingent upon any such approval and purchaser agrees to seek diligently and in good faith to obtain such approval as soon as possible. Purchaser understands and agrees that any dates provided or otherwise represented for the

manufacture, completion or installation of the goods and products which are the subject of this agreement are simply good faith, non-binding estimates and are anticipated approximate dates and do not constitute a material representation by seller or a material inducement to purchaser and may be extended and/or delayed due to conditions reasonably beyond seller's control, including but not limited to supply and demand, the time of year, availability of material, availability of installers, weather conditions, permitting problems, government approvals and other factors which may delay seller in the performances under this agreement. Purchaser acknowledges the additional time that may be necessary for the installation of the subject goods and products based on foregoing matters. Purchaser understands and acknowledges that the manufacture and installation of the subject goods and products will take longer if purchaser is purchasing the subject goods and products during or immediately prior to the yearly hurricane system and the goods and products may not be manufactured and installed in time for the hurricane season. The failure to manufacture and install the goods and products in time for the hurricane season or in advance of a specific hurricane shall not be cause or excuse for purchaser to not honor its payment obligation under this agreement. Seller shall have no responsibility to purchaser for damage caused to purchaser's property or for the purchased emergency materials and/or supplies, because of seller's failure to timely supply and install hurricane protection products that are the subject of this agreement.

10. LEGAL PROCEEDINGS: Should it become necessary for seller to utilize the services of an attorney to collect or attempt to collect any amounts due and owing under this agreement, then in that event, purchaser agrees to pay seller's reasonable attorney's fees and court costs. Should any of the rights, duties and/or obligations arising from this agreement, purchaser agrees that the exclusive jurisdiction and venue for bringing that action shall should be within the state courts of Broward county, Florida. Any judgment obtained by seller against purchaser will bear interest at the rate of eighteen percent (18%) per annum. Purchaser and seller hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury (or to the use of an advisory jury) in respect to any action, proceeding or counter claim based on this agreement, arising out of, under or in

connection with this agreement or any course of dealing, statements (whether verbal or written) or actions of any type whatsoever of any party hereto.

11. MISCELLANEOUS: Owner acknowledges (A) that work performed in a workmanlike manner may have minor irregularities or imperfections. Seller is not liable for any irregularities or imperfections for work that meets or exceeds industry standards; (B) Failed inspections do not constitute a breach of contract; (C) Delay or failure to pay seller is considered to be a breach of contract; (D) Seller is not liable for purchaser's aesthetic preferences such as color or material choices; (E) Seller shall not be liable for any work performed by its installers pursuant to the direction of purchaser. (F) If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent construction activities, purchaser will promptly investigate such conditions and if that differ materially and cause an increase or decrease in the seller's cost of and/or time required for performance of any part of the work hereunder purchaser will negotiate with the seller an equitable adjustment in the contract amount. 12. Cancellation: The purchaser may give notice of cancellation to the commercial telephone

seller in writing within 3 business days after receipt of the confirmation. If the commercial telephone seller has not provided an address for receipt of such notice, cancellation is effective by mailing the notice to the department.

12. Delays by purchaser: If the purchaser puts a hold on production due to whatever reason, prices are subject to change by the manufacturer. The purchaser will be responsible if there is a price increase. Seller will only be able to guarantee price for 15 days.

This contract must be signed, and a deposit must be made before any work is initiated.