

Ron Davies <rdavies.fairandsquare@gmail.com>

anchor bolts and shear walls at Janes

Charlie Roos <croos@anthemstructural.com> To: Ron Davies <rdavies.fairandsquare@gmail.com> Thu, Feb 27, 2020 at 8:22 AM

RCRBD

Record Set TC 03/05/2021

Ron,

I think this can work. The $\frac{1}{2}$ "Ø Titen screw anchor will work just fine, but we'd need 2" or so of embedment into the concrete, so that would mean somewhere around a 6-1/2" long anchor given the wall top plate, sole plate, and warmboard.

Also, I'd say that you don't need to add 1 Titen between each stud (to come to 16" on center total). You can probably add one every other stud "bay" so the average along the wall is 24" on center or the equivalent quantity of anchors. So to example, if we had a 10th long shear wall, we'd heed 5 anchors equally (ish) spaced along the length of the wall to comply with the detail of 24" on center. If you placed the anchors at 32" along this same wall (coming to 3.75 anchors), you'd only need to add 2 Titens to get to the minimum 5 required along the length.

EOR

Contractor installed titan anchors per this section of the paragraph approved by

Hope this helps.

Charlie Roos, P.E.

Project Manager



BOULDER | STEAMBOAT SPRINGS

970-300-3338 x710

www.anthemstructural.com

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Ron Davies <rdavies.fairandsquare@gmail.com>

Janes SW4 wall not over foundation ?

Charlie Roos <croos@anthemstructural.com>

Mon, Jan 11, 2021 at 10:01 AM

To: Ron Davies <rdavies.fairandsquare@gmail.com>

Cc: Sarah Tiedeken <sarah@vertical-arts.com>, Brandt Vanderbosch <brandt@vertical-arts.com>, Fair and Square office <fairsquareoffice@yahoo.com>

Ron,

The bottom of the wall is fine – we designed the floor beam as a drag element – basically transferring all the shearwall loads into the beam and then into the foundation wall.

At the top – how far is it to the closest truss? From the photo it looks like 6-8" maybe? You can either (a) ladder frame between the trusses at the top of the wall and install the A35 clips, or (b) depending on how close that one truss is, we can do something like getting a light gauge C channel on top of the wall and then fasten to the truss bettom chord and top of wall.

Charlie Roos, P.E.

Project Manager

Ph: (970) 300-3338 x710

Website | LinkedIn | Instagram



Contractor installed ladder frame between trusses per EOR paragraph above.



Please note: Our new Steamboat office address, 430 Yampa Street, Steamboat Springs, CO 80487

Our mailing address still remains as: 2213 Central Ave., Boulder, CO 80301

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Initials: <u>P</u>

lin	Qnty	Product Code	Rough Opening Width x Height (Inches)	Орег	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options	
	1 1	C-DG-49 1/224-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	50 1/4"x24 3/4"	0	101	ENTRY	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 1H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	2 1	C-DG-3064-1 Direct Głaze U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	30 3/4"x64 3/4"	0	102	ENTRY	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 2H Equal Cnimp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
-	3 1	C-DG-3024-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	30 3/4"x24 3/4"	0	103	ENTRY	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 1H Equal Chimp SDL Profile 5/6" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	1	C-WC-3664-2 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	72 3/4"x64 3/4"	LR	104	LIVING	Blk Warm Edge Insulated SIM DL ŁoE-272 Capillary Cntmp Bead	2W 2H Equal Cnimp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
{	5 1	C-WCP-3624-1 Urban Casement Picture Mulled Unit @Plant Item #:6(R) U-fac: 0.32 SHGC: 0.32 Vt: 0.54 CR: 54	72 3/4"x24 3/4"	S	105	LIVING	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 1H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
e	5 1	C-WCP-3624-1 Urban Casement Picture Mulled Unit @Plant Item #:5(L) U-fac: 0.32 SHGC: 0.32 Vt: 0.54 CR: 54	See Item # 5	S	105	LIVING	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 1H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
7	2	C-WC-3672-2 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	72 3/4"x72 3/4"	LR	106, 115	SITTING AREA	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr OS_Screen IFGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
8	1	C-DG-3648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x48 3/4"	0	107	MASTER CLOSET	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	

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11	n Qnt	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trím	Jamb Size (inches)	Additional Options	
	9 1	C-DG-3648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x48 3/4"	0	114	MASTER ABOVE	Bik Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	10 1	C-DG-3648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x4B 3/4"	0	123	DINING RM ABOVE	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cnlmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	1 1	C-DG-3648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.68 CR: 52 CW-PG40	36 3/4"x48 3/4"	0	127	KITCHEN ABOVE	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cnimp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No SIII Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
1	12 1	C-DG-3648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x48 3/4"	0	211	BATH #1	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	3 1	C-WC-3648-2 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	72 3/4"x48 3/4"	LR	108	MASTER BATH	Bik Warm Edge Insulated SIM DL. LoE-272 Tempered Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	:
1	4 1	C-WC-2436-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vf: 0.49 CR: 55	· 24 3/4"x36 3/4"	Ĺ	109	MSTR TOILET	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	Cntmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
	5 1	C-WC-3672-2 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	72 3/4"x72 3/4"	LR	111	MASTER BATH	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead	2W 2H Equal Cnimp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
1	6 1	C-DG-3696 3/4-1 Direct Glaze Mulled Unit @Plant Item #:17(R) U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	72 3/4"x97 1/2"	0	138	DINING ROOM	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	

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Initials: <u>PD</u>

	ltm	Qnty	Product Code	Rough Opening Widlh x Height (Inches)	Орег	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options		
	17	1	C-DG-3696 3/4-1 Direct Glaze Mulled Unit @Plant Item #:16(L) U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	See Ilem # 16	0	138	DINING ROOM	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Inlerior Kerf CoreGuard Std		
	18	1	C-WC-3664-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x64 3/4"	R	112	MASTER BDRM	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead	2W 2H Equal Cnimp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
	19	1	C-WC-3664-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x64 3/4"	L	113	MASTER BDRM	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead	2W 2H Equal Crimp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
	20	2	C-DG-18 1/296 3/4-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	19 1/4"x97 1/2"	0	116, 121	LIVING ROOM	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	1W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
С	UST	OM A	ALIGNED GRIDS - SEE DR	awingș					•		.			I	
	21	2	C-DG-18 1/248-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	19 1/4"x48 3/4"	0	117, 120	LIVING	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	1W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
	22	2	C-DG-71 3/1648-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG55	71 15/16"x4B 3/4"	0	118, 119	LIVING	Bik Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal CnImp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine No Shadow Bar Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
	23	1	C-DG-3696 3/4-1 Direct Glaze Mulled Unil @Plant Item #:24(R) U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	Field Mull Layout See Item # 28	0	123	DINING	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Sld		

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Itm	Qnty	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Localion	Glaze Options	Lile or Grille Paltern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options		
24	1	C-DG-3696 3/4-1 Direct Głaze Mulled Unit @Plant Item #:23(1) Frame-Frame(R) U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	Field Mulf Layout See Item # 28	0	123	DINING	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
25	1	VERT FRAME-FRAME Item #:24(L) Item #:26(R) * Priced By Factory	Field Mull Layout See Item # 28	0	123	DINING				No Brickmould No Sill Nose		Clad: 023 / 2605 Black Prime Int-Black Interior Kerf Frame-Frame 1-Pc Ext Cvr CoreGuard Std		
26	1	C-DG-3696 3/4-1 Direct Glaze Mulled Unit @Plant Item #:27(R) Frame-Frame(L) U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	Field Mull Layout See Item # 28	0	123	DINING	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std		
27	1	C-DG-3696 3/4-1 Direct Glaze Mulled Unit @Plant Item #:26(L) U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	Field Mull Layout See Ilem # 28	0	123	Dining	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal CnImp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
28	1	FIELD MULL LAYOUT Frame to Frame	144 3/4"x97 1/2"		123	DINING					4 9/16"	Clad: 023 / 2605 Black		
cus		ALIGNED GRIDS - SEE DR	AWINGS					I	<u> </u>				I	
29	2	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"	L	124, 128	BEDROOM 2	Bik Warm Edge Insulated SIM DL LoE-272 Capiliary Cnimp Bead	2W 2H Equai Cntmp SDL Profile 5/8" bars	TSL Chtmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matle Black - Hardware Matle Black Int Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		
30	1	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 VI: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"	L	130	LAUNDRY	Bik Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Chtmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std		

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ltm	Qnty	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trím	Jamb Size (inches)	Additional Options	
3.	1 1	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"	L	201	DEN UPPER	Bik Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr HC1412 Hinge OS Screen FGL Mesh Matle Black - Hardware Matle Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
3:	2 1	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"	R	139	BEDROOM 2	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Chtmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
33	3 1	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"	R	131	GARAGE	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cnimp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matie Black - Hardware Matie Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
34	. 1	C-WC-3660-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	36 3/4"x60 3/4"		132	GARAGE	Bik Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
35	2	C-WCP-3624-1 Urban Casement Picture U-fac: 0.32 SHGC: 0.32 VI: 0.54 CR: 54 CW-PG50	36 3/4"x24 3/4"	S	206, 207	ABOVE	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine No Shadow Bar Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Sld	
36	1	C-DG-3672-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x72 3/4"	0	133	STAIRS	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	

Initials: <u>RD</u>

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itm	Qnty	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options	
37	1	C-DG-3672-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x72 3/4"	0	134	STAIRS	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 2H Equal Cntmp SDI, Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed InI-Black Interior Kerf CoreGuard Std	
38	1	C-WA-3636-1 Urban Awning U-fac: 0.34 SHGC: 0.29 VI: 0.48 CR: 53 CW-PG55	36 3/4"x36 3/4"	X	135	POWDER	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cnimp SDL Profile 5/8" bars	Cntmp Hnd/Cvr OS_Screen FGL Mesh Malte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
39	1	C-DG-4264-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	42 3/4"x64 3/4"	0	136	ENTRY	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
40	1	C-DG-4224-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	42 3/4"x24 3/4"	0	137	ENTRY	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 1H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
41	1	C-WC-3660-2 Urban Casement U-fac: 0.33 SHGC: 0.29 VI: 0.49 CR: 55	72 3/4"x60 3/4"	SR	202	BUNK	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cnimp SDL Profile 5/8" bars	TSL Cnimp Hnd/Cvr WOCD OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash CnImp Profile Primed Int-Black Interior Kerf CoreGuard Std	
42	1	C-WC-3660-3 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	108 3/4"x60 3/4"	LSS	203	DEN UPPER	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
43	1	C-WCP-4860-1 Urban Casement Picture Mulled Unit @Plant Item #:44(R) U-fac: 0.32 SHGC: 0.32 Vt: 0.54 CR: 54	84 3/4"x60 3/4"	S	204	BUNKROOM	Bik Warm Edge Insulated SIM DL LoE-272 Capillary Cnimp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	

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ltm	Qnty	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options	
44	1	C-WC-3660-1 Urban Casement Mulled Unit @Plant Item #:43(L) U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55	See Item # 43	R	204	BUNKROOM	Blk Warm Edge Insulated SIM DL LoE-272 Capillary Cnimp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr WOCD OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
45	1	C-DG-2132-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 VI: 0.58 CR: 52 CW-PG40	21 3/4"x32 3/4"	0	205	BUNK UPPER	Blk Warm Edge Insulated SIM DL LoE-272 Capillary	2W 2H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
46	1	C-DG-3696-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x96 3/4"	0	209	STAIRS UPPER	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
47	1	C-DG-3696-1 Direct Glaze U-fac: 0.32 SHGC: 0.34 Vt: 0.58 CR: 52 CW-PG40	36 3/4"x96 3/4"	0	210	STAIRS UPPER	Blk Warm Edge Insulated SIM DL LoE-272 Tempered Capillary	2W 3H Equal Cntmp SDL Profile 5/8" bars	No Hardware No Screen	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
48	1	C-WC-3054-1 Urban Casement U-fac: 0.33 SHGC: 0.29 Vt: 0.49 CR: 55 CW-PG40	30 3/4"x54 3/4"	R	211	BASEMENT	Bik Warm Edge Insulated SIM DL LoE-272 Capillary Cntmp Bead	2W 2H Equal Cntmp SDL Profile 5/8" bars	TSL Cntmp Hnd/Cvr HC1412 Hinge OS_Screen FGL Mesh Matte Black - Hardware Matte Black Int:- Screen Boxed Hardware	No Brickmould No Sill Nose	4 9/16"	Clad: 023 / 2605 Black Pine Narrow Sash Cntmp Profile Primed Int-Black Interior Kerf CoreGuard Std	
49	1	C-ID-34 5/1695-1 Inswing Door Drawing Required U-fac: 0.31 SHGC: 0.22 Vt: 0.37 CR: 59 LC-PG30	36 3/4"x97 1/2"	L	111	I - KITCHEN	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead Head:4 5/8" Stile:4 5/8" Kick:4 5/8"	2W 3H Equal CnImp SDI. Profile 5/8" bars	Keyed Lock Adj Hinges No Screen Matte Black - Hinges Dallas Matte Black - Trim Set Brown - Weatherstrip	No Brickmould	6 9/16"	Clad: 023 / 2605 Black Pine Primed Int-Black Interior Kerf CoreGuard Std	

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Ilm	Qnty	Product Code	Rough Opening Width x Height (Inches)	Oper	Sym	Location	Glaze Options	Lite or Grille Pattern	Hardware	Exterior Trim	Jamb Size (inches)	Additional Options		
50	1	C-ID-34 5/1695-1 Inswing Door Drawing Required U-fac: 0.31 SHGC: 0.22 Vt: 0.37 CR: 59 LC-PG30	36 3/4"x97 1/2"	L	119	C - GARAGE	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead Lock Rail Cntmp Bead Lock Rail Panel Head:4 5/8" Stile:4 5/8" Ctr:34 9/16"	2W 2H Equal Cntmp SDL Profile 5/8" bars Panel Flat/Flat	Keyed Lock Adj Hinges No Screen Matte Black - Hinges Dallas Matte Black - Trim Set Brown - Weatherstrip	No Brickmould	6 9/16"	Clad: 023 / 2605 Black Pine Primed Int-Black Interior Kerf CoreGuard Std		
51	1	C-ID-34 5/1695-1 Inswing Door Drawing Required U-fac: 0.31 SHGC: 0.22 Vt: 0.37 CR: 59 LC-PG30	36 3/4"x97 1/2"	L	121	C - GARAGE	Bik Warm Edge Insulated SIM DL LoE-272 Tempered Capillary Cntmp Bead Lock Rail Cntmp Bead Lock Rail Panel Head:4 5/8" Stile:4 5/8" Ctr:34 9/16"	2W 2H Equal Cntmp SDL Profile 5/8" bars Panel Flat/Flat	Keyed Lock Adj Hinges No Screen Matte Black - Hinges Dallas Matte Black - Trim Set Brown - Weatherstrip	No Brickmould	6 9/16"	Clad: 023 / 2605 Black Pine Primed Int-Black Interior Kerf CoreGuard Std		
52	1	1144439 e-Bid Order (Merrill) * Priced By Factory			VINYL	110, 129, 209								
53	1	C-IF-47 13/1695-1 Inswing Frame Drawing Required Modified Limited Warranty	50 1/4"x97 1/2"	R		ENTRY	No Glass		Hinge Count-4 Adj Hinges Aluminum Sill Matte Black - Hinges Brown - Weatherstrip	No Brickmould	6 9/16"	Clad: 023 / 2605 Black Pine Primed Int-Black Interior Kerf CoreGuard Std		
Hing	es: -4;		······	r						,,			r	
54		US Screens(25)		-										
55		Duxed Window HardWare												
00		Silver Lever Lock & Sike					l		I					

Page 10 of 21 Order Number 98200150 Abbreviation Key **Glaze Options** Hardware Options Exterior Trim Additional Options Swing Screen - Swing Door Screen SBM = Stucco Brickmould Tradi Profile - Traditional Profile Insulated - Insulated Glass TSL - Tandem Sash Lock ESH = Extended Sill Horn Const Hdw - Construction Hardware ESN 2 = Extended Sill Nose 2" Cnimp Profile - Contemporary Profile SIM DL - Simulated Divided Lite Adj Hinges - Adjustable Hinges Primed Int. - Primed Interior Lami IG-Ext - Laminated Glass to Exterior BB Hinges - Ball Bearing Hinges Rem Handle - Removable Handle ESN 3 = Extended Sill Nose 3" Clear Int. - Clear Interior No Int Kerf - No Interior Kerf Lami IG-Int - Laminated Glass to Interior Prem Screen - Premium Screen Sol Trim Sets - Special Trim Sets Primed Ext. - Primed Exterior Shdw Bd Stop - Shadow Back of Bead Stop Clear Ext. - Clear Exterior Warranty Information _ MODIFIED Sierra Pacific Windows provides a modified Limited Warranty for certain windows and doors, including, but not limited to: LIMITED WARRANTY 1. Products exceeding their certified test/design size as defined by the Window and Door Manufacturer's Association (WDMA) Hallmark Program. 2. Products subjected to conditions exceeding their WDMA Hallmark certified design pressure limitations. Products described in Items 1 and 2 are not certified for air infiltration, water penetration, structural loading, forced entry or hardware load testing. These products carry a warranty on the exterior aluminum clad finish and insulated glass only. Customer is advised to carefully review the Limited Warranty for the specific provisions applicable to the products purchased, 3. Products with mill finish aluminum exterior cladding. Products described in Item 3 do not carry coverage under the "Metal Clad-Powder Coated Finishes" portion of the Sierra Pacific Windows Limited Warranty. These products carry a warranty on insulated glass, hardware and wood components only. Customer is advised to carefully review the Mill Finish letter attached for specific provisions applicable to the products purchased. Disclaimer Information -Oulside Purchase Items; Warranty covered by product manufacturer's specific warranty. Radius Sedonas: Limited sash opening Sedonas with jambs greater than 4-9/16; Limited screen opening Triple Glaze Units do not include shadow bar Terms and Conditions of Sale – 1. TERMS: a. All C.O.D. orders are to be paid in full to the delivery driver with either a Cashier's Check or a personal check, preprinted with the Buyer's name and address, prior to unloading the order. On orders where vouchers are pre-approved, they must be presented to the driver prior to unloading the order. b. No deductions may be taken from the invoice amount unless authorized by Sierra Pacific Windows prior to delivery. Sierra Pacific Windows will not be responsible for any back charges resulting from additional materials or work performed by others (see Warranty for further information) c. Past due balances are subject to 1.5% monthly finance charge. d. Any check or other payment returned to Sierra Pacific as the result of insufficient funds or canceled payment will result in a \$50 processing fee added to the order total. 2. RIGHT TO LIEN: a. In the event the contract amount is not paid in full, Sierra Pacific Windows reserves the right to place a lien or bond which may be asserted under any provision of the law, to secure payment of the contract amount. a. ATTORNEY FEES: If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or third party claim of construction 3. ATTORNEY FEES: defect made in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert fees, costs and expenses it incurred in that action or proceeding. a. All pricing is good for 30 days unless specifically noted to the contrary, 4. ESTIMATE OR BIDS: b. Sierra Pacific Windows assumes no responsibility for errors in take-offs or pricing. a. Upon signing, Customer agrees to all terms and conditions of this contract. 5. ORDERS: b. Orders are subject to delay due to strikes, fire, floods, accidents, or any other cause beyond our control. Sierra Pacific Windows will not be responsible for loss or damage beyond its control. c. Seller is not liable for prospective profits or special indirect, consequential or incidental damages, nor may the recovery of any kind against seller be greater in amount than the purchase price of the specific material sold and causing the alleged loss damage or injury. a. Order changes will only be accepted within 3 days of signing the original order. 6. CHANGE ORDERS: b. Special order items may only be changed or cancelled within 3 days from signing the original order. c. Cancellations may only be made within 3 days from signing the original order. d. Order changes are immediately binding. They do NOT allow an additional 3 days for modification or cancellation. e. Sierra Pacific Windows reserves the right to adjust prices or to add charges for additional costs for order changes made at the request of the buyer at any time following original order acceptance. For example, storage fees for failure to take delivery as scheduled. f. Any change to the order may result in a delayed delivery date. 7. TAILGATE DELIVERY: a. Sierra Pacific Windows is not responsible for labor to unload. Buyer must provide sufficient labor at the job site when driver arrives. b. Back orders will be noted on the paperwork and will deliver as soon as possible. c. Any items missing or damaged must be noted on the driver's paperwork at the time of delivery or it will be assumed complete and in good condition. d. Sierra Pacific Windows is not responsible for goods picked up by buyer in his/her own vehicle. a. The Sales Tax rate in this guote is estimated at the time of the guote. Customer agrees to pay the actual Sales Tax in effect at the time of delivery of any portion of this order. 8. SALES TAX:



SIERRA PACIFIC WINDOWS LIMITED WARRANTY FOR WOOD/CLAD RESIDENTIAL PRODUCTS Effective May 1, 2017

L. LINITED WARRANTY FOR RESIDENTIAL PRODUCTS. This lumiled Warranty for Wood/Clad Products (the "<u>"Imited Warranty</u>") is provided by Sierra Pacific Windows ("<u>SPW</u>"), on the terms and conditions set forth herein solely for Residential Products as described herein.

herein, Residential products eligible for coverage under this Limited Warrany are limited to carrain residemtial wood and dad window and door products which were (1) manufactured by SPW on or after May 1, 2017, (2) purchased from a SPW salesperson or an authorized dealer of SPW, (3) installed in a single family detached dwelling unit in the United States or Carada in a good and workmanlike manner in accordance with any installation instructions or other specifications of SPW, and (4) satisfying the other terms, conditions and restrictions contrained herein ("<u>Residential</u> <u>Products</u>"). Notwithstanding anything contained herein to the contrary, the Limited Warramy shall not apply to, and SPW does not warrant, any Residential Product which is sold subject to another General Eligibility of Residential Products. Subject to the other terms and conditions set forth ď

and as-manufactured condition. This Limited Warranty is available to the original purchaser of an eligible Residential Product and it is transferable to a subsequent owner of the same real property express or implied warranty, whether provided by SPW or a third party, or which is sold in "as-is" condition, as a sample or open box item, as a returned product, in defective, damaged, used, or previously sold condition or otherwise not in new, original in which such eligible Residential Product is installed, for the remaining warranty period of such eligible Residential Product as set forth herein.

- Limited Warranty for AAMA 2605 Powder Coated Finishes. ഷ്
- Thirty (30) Year Limited Warrants for Cracking or Checking. Except as otherwise expressly provided herein, SPW warrants that the coating on the metal cladding in Residential Products will be free from cracking or checking, when observed at a distance of ten feet (10⁻) from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AMAA 2606-11, resulting from defects in workmanship or materias for a period of the track of the surface and the surface as the surface as set and the metal surface and the surface as the surface as set to the in AMAA 2606-11.
- of more than seven (7) Delta E units in accordance with ASTM D2244 resulting from detects in workmanship or materials for a period of twenty-five (25) years from the date of thirty (30) years from the date of manufacture of such Residential Product. Twenty-Five (25) Year Limited Warranty for Color Change, Except as otherwise expressly provided herein, SPW warrants that Residential Products will be free from color change :=
- surfaces to which the coating is applied when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2605-11, resulting from defects in workmanship or materials for a period of twenty (20) years from the date of manufacture of such Residential Product. <u>Coverage Terms</u>. This Limited Warranty for AAMA 2605 Powder Coated Finishes provides manufacture of such Residential Product. <u>Twenty (20) Year Limited Warranty for Color Change. Chalking, Adhesion Loss</u>. Except as otherwise expressly provided herein, SPW warrants that the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (6) rating based on ASTM D4214, and adhesion loss (peeling), that materially and adversely affects the appearance of the :**=**
- performance for the first twenty (20) years from date of manufacture. For the succeeding ten (10) years, SPW's responsibility for corrective action due to fluoropolymer powder failure will current list price of items being replaced; customers? prorated responsibility for cost of repair full coverage, in a manner consistent with Section III herein below, for fluoropolymer powder be: years 21 through 24 – 60%, years 25 through 27 - 25%, years 28 through 30 – 5%. Custorners' percentage of responsibility for replacement product shall be calculated using is based upon SPW's invoiced repair costs; refunds will be based upon original purchase price of the product. .≥
 - (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2604-10, resulting from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product. <u>Eve (5) Year Limited Warranty for Anodized Finishes</u>. Except as otherwise expressly provided herein, SPW warrants that all aluminum clad Residential Product that has been anodized will be Ten (10) Year Limited Warranty for AAMA 2604 Powder Coated Finishes: Except as otherwise expressly provided herein, SPW warrants that the coating on the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (8) rating based on ASTM D4214, and cracking, checking or adhesion loss (peeling), that materially and adversely affects the appearance of the surface to which the coating is applied when observed at a distance of ten Ċ
- and adversely affects the appearance of the surface when observed at a distance of len (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AMAA 61-12, resulting from defects in workmanship or materials for a period of five free from chalking in excess of a number eight (8) rating based on ASTM D4214, or fading or change in color in excess of five (5) Detta E units based on ASTM D2244, each of which materially ö
 - manufacture of such Residential Product For purposes of this Limited Warranty, a "Finish Defect" (5) years from the date of manufacture of such Residential Product. <u>Two (2) Year Limited Warrarty: Interior Finish</u>. Except as otherwise expressly provided herein, SPW warrants that all factory-applied interior paint and stain finishes in Residential Products will be free from malerial Finish Defects for a period of two (2) years from the original date of ய

shall mean cracking, peeling, delarninating, blistering, flaking, chalking in excess of a numerical rating of six (6) (measured per ASTM D4214) or fading or change in color in excess of five (5) Delta E units (calculated per ASTM D2244).

- of wood type, shall be free from material wood detenoration caused by decay or insect, including wood rot, for a period of twenty (20) years from the original date of manufacture of such provided herein, SPW warrants that the wood components of a Residential Product, regardless Twenty (20) Year Limited Warranty: Wood Detenoration. Except as otherwise expressly tial Product. Residen u.
 - Limited Warranty: Hermetic Seals. Except as otherwise expressly provided herein, SPW Q
- warrants the air seal in Residential Products as follows: <u>Inventy (20) Year Limited Warranty: Dual Insulated Glass Product.</u> Except as otherwise expressly provided herein, SPW warrants that the Dual Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to detects in workmanship or materials for a period of twenty (20) years from the original date of manufacture of such Residential Product.
- in workmanship or materials for a period of ten (10) years from the date of manufacture of Ten (10) Year Limited Warranty. Triple Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Triple Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to defects such Residential Product. ;=**:**
 - delamination from defects in workmanship or materials for a period of tan (10) years from the date of manufacture of such Residential Product. Ten 1101 Year Limited Warranty: FeelSafeTH and Laminated Glass. Except as otherwise expressly provided herein, SPW warrants that the SPW FeelSafeTH or Laminated Glass in its Residential Product will be free from any material obstructions of vision due to glass ŕ
- Eive (5) Year Limited Warranty: Speciality Class, Except as otherwise expressly provided herein, SPW warrants that Residential Products with custom or special glazings and/or other specialty, custom or non-standard glass options not listed in our product literature or not generally and regularly manufactured by SPW, and all leaded or decorative glass Residential Products, shall be free from defects in workmanship for a period of five (5) years from the original date of manufacture of such Residential Product. <u>...</u>
 - <u>Two: (2) Year Limited Warranty: Glass Stress Cracks.</u> Except as otherwise expressly provided herein, SPW warrants that all glass in its Residential Product shall be free from stress cracks from detects in workmanship or materials for a period of two (2) years from the date of manufacture of such Residential Product. -;
- warrants that each Residential Product, including its wood components, hardware, weath erstrip and standard screens which accompany the Residential Product (the "Components"), will be free from defects in workmanship or materials which unreasonably affect such Residential Product's Ten (10) Year Limited Warranty: General. Except as otherwise expressly provided herein, SPW normal functioning for a period of ten (10) years from the original date of manufacture of such Residential Product. ¥
 - herein, SPW warrants that specialty screens (e.g. retractable screens, swing door screens) manufactured by others, not by SPW, for a Residential Product will be free from defects in workmanship or materials which unreasonably affect such speciality screen's normal functioning for a period of one (1) year from the earlier of the orginal date of manufacture of such specially screen or the date of manufacture of such Residential Product. One (1) Year Limited Warranty: Specialty Screens. Except as otherwise expressly provided ن_

II. LIMITATIONS, EXCLUSIONS AND DETAILS OF LIMITED WARRANTY.

- life of the Residential Product. These ratings may also apply to single units only, not to mulled SPW Residential Products are manufactured to certain specifications and ratings, which may include air and water infiluration, structural performance, thermal performance and/or sound transmission. The performance of installed windows and doors as noted on the labels showing National Fenestration Rating Council (NFRC) and Window and Door Manufacturer's guarantee specific field performance at those ratings or specifications as installed or over the beyond SPW's control. The initial ratings and specifications are furnished solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or Association (WDMA) Hallmark ratings can and will change over time due to environmental conditions, installation technique, maintenance, normal wear and tear, and other factors configurations. Ť
 - determined by SPW in its sole discretion. SPW will not be liable for, and some or none of the above warranties will apply to or cover problems, claims or liabilities, costs, expenses, the production and manufacture of Residential Products by SPW. Whether or not any of the above warranties apply, in whole or in part, to a Residential Product or are excluded shall be damages or losses, or other damage or defects caused by, arising from, or related to, any of This Limited Warranty is limited solely to defects in workmanship and materials ansing from the following: œ
 - Failure to follow any directions, recommendations, maintenance and care instructions, and/or guidelines set forth in SPW's Care and Maintenance Guide, any SPW Owner's Manual for a Residential Product, the Anodized Care and Maintenance Guide, or any other guide, direction or similar publication otherwise established by SPM, found at sierrapacificwindows.com

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(collectively, the "SPW Guides"), or the failure to perform regular, normal or routine and other required maintenance to a Residential Product, Residential Products ordered or manufactured as a custom crder, special product or otherwise	 Corrosion, wear or failure of hardware including loss of functionality in extreme conditions including, but not firmited to, seacoast or other corrosive environments, as well as based on elevation or and abituite.
manulactured according to specifications supplied by the consumer or to specifications other than SPW's standard specifications for a Residential Product; Residential Products having dimensions greater than those listed in SPW's standard offering of	34. First failures or corrosion of aluminum dadding or damage to other Components caused by contact with caustic chemicals or chemical furnes, including but not limited to industrial depositor asset and modulor and modulor of alumest and activate activat
sizes, Residential Products installed in applications or conditions exceeding their WDMA Hallmark certified nerformance rations tetras and/or confisions.	montaine agents, court-based products, products, publics, and they and the publications of air flow to products, including drapences or storm panels;
ectores periorinance range, reservance autor comigurations. Any air infiltration or water penetration damage resulting from non-factory mulled or non- SPW assembled Residential Products;	36. Products purchased through SPW that are manufactured by a third party (e.g. electric operators, skylites, custom hardware) are not covered under the terms of this warranty. Refer to involuci manufacturer's warranty for terms of coverance.
Improper handling or installation of Residential Products, including faiture to follow SPW's installation instructions and/or failure to install in conformance with accepted construction practices or applicable	 Demage occurring or arising for a maturely for an arguing the maturely for a manufacturing defect by SPW, including, without limitation, installation or detivery.
puirang cooes; Installation of the window or door in its opening in a manner which is not plumb, square and true and adequately shimmed on all sides:	 Windows or doors sold with no hardware, special hardware or hardware to be supplied by others; Development of the modification to the module by allocation of a supplied by a supplicit by a supplit by a supplicit by a supplicit by a supplicit by a supplicit
Installation other than verticat (slope glazing); Installations in sauna, swimming pool or hot tub rooms, boats, greenhouses or other rooms with high humidity conditions and installations in areas with direct constant water contract and not on	 Frouverus caused by incommentation to une product by dirers (e.g. modimeations made to add aliarm systems or remole window operations); 40. Failure to comply with any other provision of this Limited Warranty.
ingri rumony computed and instantations in areas with unred, constant water contact, such as a shower or in the path of sprinkler water; shower or in the path of sprinkler water; Operational problems or problems related to water and/or air infituration/leaking as a result of	C. <u>Inert Gases</u> . Residential Products may contain inert gas, intended to improve the thermal performance of the Residential Product. The migration of an inert gas, such as argon, is a natural process that occurs over time
improper or inadequate itashing, improper installation, itaws in building design or detects in construction; Any Residential Products installed in any face barrier system or exterior insulation finish system	and is not a defect. SPW provides no warranty with respect to the migration of an inert gas.
using stucco, synthetic stucco, or other materials, unless the owner can demonstrate to SPW's satisfaction, in its sole discretion, that there is an effectively engineered system for the control	 Arguit gas writin an insulated glass residential incourts will offstighte over time. Inte conditions of exposure and manner of use of the Residential Product will affect the rate of dissipation. The best manufacturino techniques cannot oursantie that the initial fill
and drainage of water or moisture vapor, Stress or strain due to building movement or settlement, including strain which is applied to the	rate of inert gas with be maintained during the Residential Product's lifetime. SPW provides no warranty with respect to the dissipation, rate of dissipation or initial fill rate. If
window or door by movement of the building or where provisions have not been made in accordance with sound industry practices for adequate expansion or contraction of framing members; Provinces that have been altered for memorate and insistellate.	the Residential Product is fitted with a capitlary tube system, it must be treated as if it is entirely air filled. SPW provides no warranty with respect to the amount or percentage of
recovers and restriction deviced on removed and remained. Wood cellular structure failure for any Components with profonged or excessive exposure to moisture or soil, including failure to store the Resident Product upon delivery in a dry termenate environment	argon remaining in the insulated glass unit or any thermal performance related to inert gas at any time after manufacture.
prior to installation. Improver painting, or field finishing maintenance of wood Components, or failure to annual a	 <u>All control of the statement of the strongeneration</u> because some water immigration must be anticipated in all construction, it is imperative hard the wall system be designed and provinced to according to according to the state and the solution of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of
coatring system meeting SPW's standards, recommendations or guideline or source or source or pro- coatring system meeting SPW's standards, recommendations or guideline or source inductions or practices to bate words underses within the faster of hirth (30) dave after ninchase, or as otherwise	consurced to properly manage motivate and that the residential Products be properly installed. Sy Wis not responsible for and provides no warranty with respect to any daims or domands and the installed of the installed
specified by SPW; Projonnej exposition in userther in the unfinished and/or normed state.	dantages caused by anticipated or unanucipated water minimation; denciancies in building design, construction and maintenance; failure to install SPW products in accordance with
in rowinged exposure to weater in the unimistical action primed addr. Minute fracturing or stattace mars in finishes occurring during the fabrication process; Failures arision from the failure to horizonciation scat actions and reacted or userberetin and	SPW Guides; or the use of SPW products in systems, such as barrier wall systems, unless management of moisture within the wall system is adequately incorporated within the design
coulding and to perform relative to performing our product show and representation and performing the council of the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether a safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safething the performance of a Residential Product, whether as safethin	or the system, as determined by SHW in its sole discretion. The determination of the suitability of all building components, including the use of Residential Products, as well as the design and
Variance in color, grain or texture of woods. Parling or staining of vinyl parts or weadherstrip,	instattation or nasming and sealing systems, are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professionals and are not the responsibility of SPW, and SPW disclaims distributive tractors therein. All risks related to thinking down and
Any Residential Product installed at an altitude higher than recommended by SPW, whether in the SPW Guides or otherwise:	and of the unstanting an instantial with respect trightery. An instance and and and unstanting design and constructions fitness or suitability of feedbandial Products for a particular purpose, or the maintenance instantions and unstantiantial Deviduations shall be command but the function
Any dual insulated glass Products manufactured without capillary tubes and installed at altitudes above 5000 feel without factory pre-approval. Triple glaze insulated glass	maintentiation, instantation, and use on resolential products shall be assumed by the ottyer and/or owner in conjunction with the antentiect, contractor, installer, or other construction of moressionals, and submissionand release SDM from any relative or dramanae related to
Products manufactured without capiliary tubes and installed at altitudes above 2200 feet; Rattling of air space gnilles;	such fast and and proved work and receared of which any dama of unlighted related to such that the second of the s
Scratches, imperfections or blemishes on glass surfaces that do not impair the Integrity of the unit, or were not caused by SPW during the menufacturing process, or that do not materially affect	 The performance of the exterior externation of the furth, hardware and/or Components The very based on itstallation in extreme environments, including but not limited to
normal vision or performance per the guidelines established by ASTM C1036, Sight imperfections, color variations, wavy or shimmering distortions in the glass related to a	seacoast and other corrosive environments, as well as based on elevation, orientation, altitude and other atmospheric conditions. Normal, regular maintenance of the product is
laminate interlayer or reat strengthering of the glass; Any insulated glass until that has an after-market int, UV block, or other film or coating applied; Domono to a Doctoret Domonico complico com our control and	required to maintain the appearance, to extend the finish life, and to keep the warranty intact.
aniage to a restocation information and a second one utart a manuacuturing detect by SPW, including, without intraction, any such damage assing, in whole or in part, from any accident, abustive handling. These or sa sensitif fractor succestes herword the control of SPW is or vandation.	Fading or color changes may not be uniform if the surfaces are not equally exposed to the sur and elements and such variation in fading or color is not considered to be a defect.
fire, flood, earthques, acts of coor nature, war, civil untrest, natural causes and var untransmus, dissisters, including earthqueske 6, floods, tomadoes, hurricanses, hydhoons or hurricanse or hydhoon	aru serve provides no wartanty and releady olsciarins any and all itabilities with respect thereto. 3 Created and internated coloring and releady in internate and
conditions, or any other cause beyond SPW's control); Condensation, surface fogging or frost on exposed surfaces of Residential Products and any related	Justice and interface solution incluminations and are not designed for or interface safety protection or to prevent failing in Noucy. In a poper window, and SEM members not versents in the sets vice heads of inclument and the heads of the set of the
water damage which may occur as the natural result of humidity within the structure or due to changes in interior/exterior tenneratures:	or w provides no warrany and releady disciants any and an indomices with respect there is a supervised of a size of AMACAL and a subject of AMACAL and a supervised and a supervised of a size of
Door warpage of less than $1/4''$ as measured across the diagonals for doors up to $3-6" \times 7^{-}0"$ and/or $3/8"$ for doors over $3-6" \times 7^{-}0"$. This does not refer to the relation of the door panel to	 window operang devices, woulds far in a subsidue for caretul monitoring of children. WOCDs must be checked regularly, as necessary, to determine if they are operating properly. SPW provides no warranty and hereby displants any and all liabilities
the frame or jamb in which it is hung. (NOTE: door warpage may vary as door panels adjust to temperature and humidity in their installed positions.) Action on any claim for warmane may be deterred for units thushed 12) monthe at SDM/s ontin to normit conditioning of the	with respect thereto.
watpege ringt ac deterred for up to warve (12) months at 50 w 5 option to permit conditioning of the door to humidity and temperature ranges at the jobalise. Door wannane on doors 8 feel and heller if their doors do not have multihoint hardware.	WARRANTY RESOLUTION: EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY 4. In the event the product fails to conform to the express warranties described above within the stand event and the Destination in the express warranties described above within the
Doors with flat, tow profile or ADA compliant sills will not be warranted against air and water infiltration;	staed unite period, une restatantial moduct owner is sole and explosive remary is ma n-rw will, at SPW's sole option and discretion, either repair on provide replacement restatential Product or Components for any directive Restlevital Production Component, or returnd the original
Normal wear and tear and/or natural weathering of any surfaces, including discoloration of interior or exterior finishes, including hardware finishes;	purchase price or orginal catalog list price, whichever is lower, of the defective Residential Product or Component. SPW may, in its sole discretion, substitute a current design for the orginal Residential Product or Component or otherwise provide a comparable Residential
	Product as a substitute. If SPW elects to provide a replacement Residential Product or Component, SPW will pay for the freight to deliver the replacement Residential Product or Component to the place where the defective Residential Product or Component was first

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	Order Numk	ier 98200150 Page 13 of 21 Initials: 곳)
ம்	delivered from SPW's factory. Any freight or delivery charges beyond that destination will be the Residential Product or Component owner's responsibility. Provision of a replacement Residential Product or Component does not extend the warranty time period for the Residential Product or Component, and the warranty time period of the original Residential Product or Component shall continue to apply. SPW may, in its sole discretion, charge the Residential Product or Component shall continue to apply. SPW may, in its sole discretion, charge the Residential Product or Component strall continue to apply. SPW may, in its sole discretion, relund any such onsite inspection Limited Warranty is not clear. SPW may, in its sole discretion, relund any such onsite inspection durarge if the subsequent inspection by SPW reveals a defect which is covered by this Limited Warranty. As more fully set forth in Section IV below, the limited warranties set forth in Section I above are	 Any alleged tort claim, including but not limited to, claims for negligence, strict liability, or fraud; Any other claims, whether arising in equity or common law, and whether seeking damages, injunctive relief, specific performance, declaratory or equitable relief; Wii. Any dispute regarding the enforceability or applicability of this Dispute Resolution Agreement or any term herein. Ix. Any dispute regarding the rights, duttes and obligations of the parties with respect to this Dispute Resolution Agreement. C. Agreement to man SPW agree that any dispute or claim arising out of the sale of Residential Protons.
	the sole and exclusive warranties provided by SPW with respect to Residential Products. As more fully set forth in Section III (A) above and subject to the terms of this Limited Warranty, the sole and exclusive remedy is repair, replacement or refund. SPW cannot and shall not be fibble for any other express or implied warranties, guarantiees or representations related to a Residential Product or other remedy made or provided by any distributors, dealers, aslespersons or other representatives of SPW in any manner, whicher written or oral. NO PARTY IS AUTHORIZED for EVANGE THE PROVISIONS OF THIS LIMITED WARRANTY IN ANY MANNER, SPW provides the Residential Products on an "as-is" basis. SPW makes no other representations, statements of fact, promises, guarantees or other warranties of any kind or nature, express or implied, with respect to the Residential Products.	protocollistic processing and the subject of the dispute or damin, the other party in writing of its desire to pursue mediation and the subject of the dispute or damin. The party in writing of its desire to pursue mediation and the subject of the dispute or damin. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceeding. The mediation will be held in Sacramento, California, unless the parties agree otherwise. The parties agree that they will participate in the mediation. Each party shall be responsible for their own attorney fees and expert fees, if any. All offers, promises, conduct and statements, whether oral or winthen, made these, if any. All offers, promises, conduct and statements, employees, experts and attorneys, and by the mediation by any of the parties, their agents, includes the parties, provided that evidence that is otherwise admissible for any purpose, including impeadment, in any arbitration or other proceeding moving the parties, provided that evidence that is otherwise admissible or
Ċ	purpose, freedom from defense, or montaining intercurate and y interest of partodiat <u>Limited Labor Coverago</u> . In the event that SPW elects pursuant to Section III (A) above to provide for the repair or replacement of a Residential Product covered by this Limited Warranty, SPW will, at its cost and expense, provide the labor to repair or replace such Residential Product, the extent and/or scope of said repair and replacement shall be decided by SPW in its cost and expense, provide state and or the data from the deter the Product was manufactured. SPW shall not be responsible for, and shall not be any cost to replace any cost to replace to, any repainting, refinishing or similar activities related for or artising from the repair or replacement of any Residential Product. For purposes of clarification, SPW will not be responsible for any costs or expenses related to labor for replacement outside of the time period specified	accoverage shall not be rendered informastible or non-discoveragile as a result on its use in the mediation. Arbitrate, in the event that a dispute or claim ansing out of the sale of Residential Products, or otherwise relating to SPW, is not resolved through mediation. You and SPW agree that such dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted with JAMS, a private atternative dispute resolved through binding arbitration. Arbitration shall be conducted with JAMS, a private atternative dispute resolved uncode burst, provert to its Comprehensive Anthration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. SPW shall be responsible for paying the costs of the JAMS arbitration. Each party shall be responsible for paying the costs of the JAMS arbitration. Each party shall be responsible for paying the costs of the JAMS arbitration. California, unless the parties agree otherwise. Judgment on the arbitration avait may
Ċ	above. Nutice of Warranty Claim. SPW must receive written notice, containing the information below and at the following addresses, from a Residential Product owner claiming coverage under this Limited Warranty within the warranty period and within ninety (90) days of the date the problem with the Warranty within the warranty period and within ninety (90) days of the date the problem with the reast-onable are, to such owner. In the event that a Residential Product owner fails to comply with the foregoing, such Residential Product owner shall not be emitted to the benefits of any provision of this Limited Warranty. The notice of claim under this Limited Warranty must contain the following information:	 be entlered in any court having jurisdiction. E. <u>No Jury Trial</u>. YOU AND SPW AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE ARBITRATOR CONDUCTING THE BINDING ARBITRATION. F. <u>No Class Action or Representative Action</u>. YOU AND SPW AGREE THAT ALL DISPUTES OR CLAIMS SHALL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS, AND SHALL NOT BE BROUGHT AS A REPRESENTATIVE OR CLASS ACTION. THE PARTIES AGREE THAT THE ARBITRATION SHALL NOT HAVE THE POWER TO CONDUCT THE ARBITRATION AS A REPRESENTATIVE OR CLASS ACTION.
	 The Residential Product owner's name and telephone number, The adright order number; The adright order number; The adright order number; The adress where the Residential Product is installed; A description of the seldential Product; Proof of ownership of the single family detached dwelling unit in which the Residential Product is installed; Proof of ownership of the single family detached dwelling unit in which the Residential Product is installed; The name of the SPW Salesperson or Dealer from whom the product was purchased. A description of the defect and the date of first discovery of the daimed defect. The foregoing notice shall be delivered to SPW at: The foregoing notice shall be delivered to SPW at: SIERRA PACIFIC WINDOWS Attn: Warranty Claim GadipO Box 8469 For Adri Whelen Avenue Red Bluff, CA 95080 Medford, Wi 5451 	G. <u>Limitations on Liability.</u> You and SPW agree to waive any right to recover indirect, special, incidential or consequential damages or losses, including but not limited to, damages or losses from business interruption, tass of use, loss of tushess, loss of revenue, or loss of profits. You and SPW agree to waive any right to recover punitive or exemplary damages. You and SPW agree to waive any right to recover punitive or exemplary damages. You and SPW agree that the arbitrator is not empowered to award such damages. Some states do not allow for the exclusion or limitation or limitation or limitation or limitation or limitation any not apply to you. You and SPW agree that in no event or circumstance shall the aggregate amount of damages awarded in arbitration(s) exceed the aggregate amount paid to SPW in connection with the sale of the Residential Products; this limit applies regardless or one autitration with the sale connection with the edition of the resolution with the editing or one ablination or multiple arbitrations, and regrutes of the tradition was deverted by and construct or arbitrations, and regrutes set that after adverted by and construct with the family are able of the resolution with the editing or one ablitration or arbitrations. The gardless of the tradition with the family of the gardless of the timeframe over which the claim(s) are made or arbitrations, and regrutes the attrade over which the claim(s) are made or arbitrations, and regrutes set the agreement and the rights of the parties hereunder shall be governed by and construction dimet construction accounted or accounted or arbitrations. The gardless of the State parties hereunder shall be governed by and constructed in accordance with the laws of the State bardles.
<u>у</u> А В В	SPUTE RESOLUTION. In order to achieve a quick and final resolution of disputes, You and SPW agree that any dispute or claim of any kind or arrount arising out of the sale of windows, doors, and related or associated products ("Fbaciential Products"), or otherwise relating to SPM, shall be resolved as follows, hereinafter "Dispute Resolution Agreement" or "Agreement": I. The dispute or claim shall be submitted to mediation, as described herein, and ii. If the mediation does not resolve the dispute or claim in its entirety, then that dispute or claim, or portion thereof, shall be resolved through binding arbitration, as described herein. Disputes and claims subject to this Agreement include, but are not limited to: ii. Any alleged breach of contract or breach of the duty of good faith and fair dealing; ii. Any alleged breach of extranty, reviews or implied; iii. Any alleged breach of extranty, reviews or implied; iii. Any alleged breach of extranty, reviews or implied; iii. Any alleged construction defect, including any claims brought under Civil Code Section 856 et seq. (generally referred to as "the Right to Repair Act" or "SB 800"); Set	 of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Dispute Resolution Agreement evidences a transaction involving interstate commerce. Nowthstanding the provision in this paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16), in the event any aspect of this Dispute Resolution Agreement is found to be unenforceable or void, the remaining provisions of this Agreement shall remain in full force and effect. I. <u>ObeCout Procedure</u>. You may opt-out of this Dispute Resolution Agreement shall remain in full force and effect. I. <u>ObeCout Procedure</u>. You may opt-out of this Dispute Resolution Agreement within twelve (12) months from the date of manufacture of your Residential Product by visiting the website www.sierrapecifewindows.com/optout and completing the form to opt-out of this Dispute Resolution Agreement. I. ObeCout Procedure and effect. I. ObeCout Procedure is a opt-out of the form to opt-out of this Dispute Resolution Agreement.
	 Any alleged violation of federal or state law or regulation; Any alleged violation of consumer protection or untair business practice; 	

PACIFIC PACIFIC INDUTTER

SIERRA PACIFIC WINDOWS | A DIVISION OF



SIERRA PACIFIC WINDOWS LIMITED FOR VINYL PRODUCTS Effective May 1, 2017 WARRANTY

forth herein solely for Vinyl Products as described herein. 'imited Warranty") is provided by Sierra Pacific Windows ("SPW"), on the terms and conditions set LIMITED WARRANTY FOR VINYL PRODUCTS. This Limited Warranty for Vinyl Products (the

- ≻ defective, damaged, used, or previously sold condition or otherwise not in new, original and as-manufactured condition. This Limited Warranty is available to the original purchaser of an eligible Vinyl Product and it is transferable to a subsequent owner of the same real property in contained herein ("<u>Vinyl Products</u>"). Notwithstanding anything contained herein to the contrary, the Limited Warranty shall not apply to, and SPW does not warrant, any Vinyl Product which is sold subject to another express or implied warranty, whether provided by SPW or a third party, or Vinyl Product as set forth herein. which such eligible Vinyl Product is installed, for the remaining warranty period of such eligible which is sold in "as-is" condition, as a sample or open box item, as a returned product, in other specifications of SPW, and (4) satisfying the other terms, conditions and restrictions Canada in a good and workmanlike manner in accordance with any installation instructions or single family detached dwelling unit or in a light commercial building in the United States or and door products which were (1) manufactured by SPW on or after May 1, 2017. (2) purchased from a SPW salesperson or an authorized dealer of SPW, (3) installed in a Vinyl products eligible for coverage under this Limited Warranty are limited to certain vinyl window General Eligibility of Vinyl Products. Subject to the other terms and conditions set forth herein
- Limited Warranty; VinvI Mainframe, Except as otherwise provided herein, SPW warrants the

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- Investment on SPW Vinyl Product as follows
 I. Iwenty (20) Year Limited Warranty: Vinyl M Vinyl Product. Paint is not considered to be part of the vinyl mainframe on SPW Vinyl chip, flake, blister or peel under normal use and service due to defects in workmanship or materials for a period of twenty (20) years from the date of manufacture of such Residential Twenty (20) Year Limited Warranty: Vinvi Mainframe, Except as otherwise expressly provided herein, SPW warrants that the vinyi mainframe in its Residential Vinyl Products will not rust,
- Ν workmanship or materials for a period of ten (10) years from the date of manufacture of such Light Commercial Vinyl Product. Paint is not considered to be part of the vinyl mainframe or SPW Vinyl Product, and is covered under Section H, below. herein, SPW warrants that the vinyl mainframe in its Light Commercial Vinyl Products in will not rust, chip, flake, blister or peet under normal use and service due to defects in Product, and is covered under Section H, below. Ten (10) Year Limited Warranty: Vinvi Mainframe, Except as otherwise expressly provided
- 0 Limited Warranty: Herrietic Seats. Except as otherwise expressly provided herein, SPW varrants the air seat in Vinyl Products as follows:
- Twenty (20) Year Limited Warranty: Dual Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Dual Insulated Glass Product supplied in its Vinyl Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of twenty (20) years from the original date of
- ŝ expressly provided herein, SPW warrants that the Triple Insulated Glass Product supplied in its Vinyl Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such manufacture of such Vinyl Product. Ten (10) Year Limited Warranty, Triple Insulated Glass Product. Except as otherwise Vinyl Product
- P Ten (10) Year Limited Warranty: Laminated Glass. Ten (10) Year Limited Warranty: Laminated Glass. Except as otherwise expressly provided rerein, SPW warrants that the Laminated Glass in its Vinyl Product will be free from any
- m Five (5) Year Limited Warranty: Specialty Glass, Except as otherwise expressly provided herein, SPW warrants that Vinyl Products with custom or special glazings and/or other specialty, custom or non-standard glass options not listed in our product literature or not generally and regularly manufactured by SPW, and all leaded or decorative glass Vinyl material obstructions of vision due to glass delamination from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Vinyl Product.
- Limited Warranty: Glass Stress Cracks. Except as otherwise expressly provided herein, SPW warrants the glass in its Vinyl Product shall be free from stress cracks as follows: original date of manufacture of such Vinyl Product. Products, shall be free from defects in workmanship for a period of five (5) years from the

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- Two (2) Year Limited Warranty: Glass Stress Cracks. Except as otherwise expressly provided herein, SPW warrants that all glass in its Residential Vinyl Product shall be free from stress cracks from defects in workmanship or materials for a period of two (2) years
- Ņ free from stress cracks from defects in workmanship or materials for a period of one (1) year from the date of manufacture of such Light Commercial Vinyl Product provided herein, SPW warrants that all glass in its Light Commercial Vinyl Product shall be One (1) Year Limited Warranty: Glass Stress Cracks. Except as otherwise expressly from the date of manufacture of such Residential Vinyl Product.
- Ģ warrants that each Vinyl Product, including its hardware, weatherstrip and standard screens which accompany the Vinyl Product (the "Components"), will be free from defects in workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for workmanship or materials which unressonably affect such Vinyl Product's normal functioning for which are the product of the such Vinyl Product's normal functioning for which are the product of the such Vinyl Product's normal function of the such Vinyl Product (the such Vinyl Product's normal function of the such Vinyl Product (the such Vinyl Product Ten (10) Year Limited Warranty: General. Except as otherwise expressly provided herein, SPW a period of ten (10) years from the original date of manufacture of such Vinyl Product

ب Ten (10) Year Limited Warranty: Exterior Painted Finish, Except as otherwise expressly provided herein, SPW warrants that all factory-applied exterior painted finish on its Vinyl Products will be free from manufacturing deflects which result in peeling, cracking, flaking or bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering on the applied surface per AAMA 615-05 and ultraviolet discoloration caused by bistering bisterin greater than 6 Delta E units as defined by the CIELAB Color Model. natural environmental atmospheric conditions for a period of ten (10) years from the original date of manufacture of such Vinyl Product. Ultraviolet discoloration means a change in color

II. LIMITATIONS, EXCLUSIONS AND DETAILS OF LIMITED WARRANTY

- œ P production and manufacture of Vinyl Products by SPW. Whether or not any of the above Vinyl Product. These ratings may also apply to single units only, not to mulled configurations. This Limited Warranty is limited solely to defects in workmanship and materials arising from the in comparing products at the time of purchase and are not intended to warrant or guarantee SPW's control. The initial ratings and specifications are furnished solely to assist the purchaser conditions, installation technique, maintenance, normal wear and tear, and other factors beyond Association (WDMA) Hallmark ratings can and will change over time due to environmental air and water infiltration, structural performance, thermal performance and/or sound transmission. The performance of installed windows and doors as noted on the labels SPW specific field performance at those ratings or specifications as installed or over the life of the showing National Fenestration Rating Council (NFRC) and Window and Door Manufacturer's Vinyl Products are manufactured to certain specifications and ratings, which may include
- damage or defects caused by, arising from, or related to, any of the following:
 Failure to follow any directions, recommendations, maintenance and care instructions warranties apply, in whole or in part, to a Vinyl Product or are excluded shall be determined by SPW in its sole discretion. SPW will not be liable for, and some or none of the above warranties will apply to or cover problems, claims or liabilities; costs, expenses, damages or losses, or other
- Ņ manufactured according to specifications supplied by the consumer or to specifications Vinyl Products ordered or manufactured as a custom order, special product or otherwise perform regular, normal or routine and other required maintenance to a Vinyl Product, Manual, or any other guide, direction or similar publication otherwise established by SPW and/or guidelines set forth in SPW's Care and Maintenance Guide, any SPW Owner's found at sienrapacificwindows.com (collectively, the "SPW Guides"), or the failure to
- çu Vinyl Products having dimensions greater than those listed in SPW's standard offering of than SPW's standard specifications for a Vinyl Product.
- 4 certified performance ratings, tested sizes and/or configurations Vinyt Products instatled in applications or conditions exceeding their WDMA Hallmark SIZES
- Ċ7 Any air infittration or water penetration damage resulting from non-factory multed or non-SPW assembled Vinyl Products;
- ₀ practices or applicable building codes; nstallation instructions and/or failure to install in conformance with accepted construction mproper handling or installation of Vinyl Products, including failure to follow SPW's
- and true and adequately shimmed on all sides; Installation of the window or door in its opening in a manner which is not plumb, square
- \mathcal{S}^{α} nstallation other than vertical (slope glazing);
- œ Installations in sauna, swimming pool or hot tub rooms, boats, greenhouses or other rooms with high humidity conditions and installations in areas with direct, constant water contact, such as a shower or in the path of sprinkler water;
- ö defects in construction of improper or inadequate flashing, improper installation, flaws in building design Operational problems or problems related to water and/or air infiltration/leaking as a result q
- 1 the control and drainage of water or moisture vapor, SPW's satisfaction, in its sole discretion, that there is an effectively engineered system for Any Vinyl Products installed in any face barrier system or exterior insulation finish system using stucco, synthetic stucco, or other materials, unless the owner can demonstrate to
- な of traming members; to the window or door by movement of the building or where provisions have not been made in accordance with sound industry practices for adequate expansion or contraction Stress or strain due to building movement or settlement, including strain which is applied
- ≓,ä Products that have been altered or removed and reinstalled;
- Cellular structure failure for any Components with prolonged or excessive exposure to moisture or soll, including failure to store the Vinyl Product upon delivery in a dry temperate environment prior to installation;
- ಕ ಕ Minute fracturing or surface mars in finishes occurring during the fabrication process;
- Failures arising from the failure to periodically cap bead, check and replace weatherstrip and caulking, and to perform regular, normal or routine maintenance of a Vinyl Product, whether as set forth in the SPW Guides or otherwise;
- 다 8 Painting of Components, including hardware or weatherstrip;
- Any Vinyl Product installed at an altitude higher than recommended by SPW, whether in the SPW Guides or otherwise:



- 19 Rattling of air space grilles; Products manufactured without capillary tubes and installed at altitudes above 2200 feet; altitudes above 5000 feet without factory pre-approval. Triple glaze insulated glass Any dual insulated glass Products manufactured without capillary tubes and installed at
- 3 22 22 unit, or were not caused by SPW during the manufacturing process, or that do not materially Scratches, imperfections or blemishes on glass surfaces that do not impair the integrity of the affect normal vision or performance per the guidelines established by ASTM C1036;
- 23 Slight imperfections, color variations, wavy or shimmering distortions in the glass related to a laminate interfayer or heat strengthening of the glass; Any insulated glass unit that has an after-market tint, UV block, or other film or coating
- 4 (e.g. vandalism, fire, flood, SPW, including, without limitation, any such damage arising, in whole or in part, from any accident, abusive handling, misuse, or as a result of any cause beyond the control of SPW applied; Damage to a Vinyl Product resulting from any reason other than a manufacturing defect by earthquake, acts of God or nature, war, civil unrest, natural causes
- 25 related water damage which may occur as the natural result of humidity within the structure or due to changes in interior/exterior temperatures; Condensation, surface fogging or frost on exposed surfaces of Vinyl Products and any and/or natural disasters, including earthquakes, floods, tornadoes, hurricanes, typhoons or hurricane or typhoon conditions, or any other cause beyond SPW's control);
- 26 infiltration Doors with flat, low profile or ADA compliant sills will not be warranted against air and water
- 23 interior or exterior finishes, including hardware finishes; Corrosion, wear or failure of hardware including loss of functionality in extreme conditions Normal wear and tear and/or natural weathering of any surfaces, including discoloration of
- 28 elevation including, but not limited to, seacoast or other corrosive environments, as well as based on orientation, and altitude;
- 3 caustic chemicals or chemical furnes, including but not limited to industrial cleaning agents acid-based products, chlorine, salt spray, airborne pollutants, mortar, mortar cleaner, alkali Finish failures or corrosion of vinyl or damage to other Components caused by contact with
- မ္မ hydroxides and brickwash;
- Obstructions of air flow to products, including drapenes or storm panels; Products purchased through SPW that are manufactured by a third party (e.g. electric operators, skylites, custom hardware) are not covered under the terms of this warranty. Refer
- 3 including, without limitation, installation or delivery; Damage occurring or arising from any reason other than a manufacturing defect by SPW, lo product manufacturer's warranty for terms of coverage;
- မ္မ others; Windows or doors sold with no hardware, special hardware or hardware to be supplied by
- 34 systems or remote window operators) Problems caused by modification to the product by others (e.g. modifications made to add alarm
- ន្ល Failure to comply with any other provision of this Limited Warranty.
- Inert Gases. Vinyl Products may contain inert gas, intended to improve the thermal
- performance of the Vinyl Product 1. The migration of an inert of

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- Ņ is not a defect. SPW provides no warranty with respect to the migration of an inert gas. Argon gas within an insulated glass Vinyl Product will dissipate over time. The conditions of exposure and manner of use of the Vinyl Product will affect the rate of dissipation. The best The migration of an inert gas, such as argon, is a natural process that occurs over time and
- manufacturing techniques cannot guarantee that the initial fill rate of inert gas will be maintained during the Vinyl Product's lifetime. SPW provides no warranty with respect to the dissipation, rate of dissipation or initial fill rate. If the Vinyl Product is fitted with a capitlary tube system, it amount or percentage of argon remaining in the insulated glass unit or any thermal must be treated as if it is entirely air filled. SPW provides no warranty with respect to the
- p wall systems, unless management of moisture within the wall system is adequately incorporated within the design of the system, as determined water infiltration, deficiencies in building design, construction and maintenance; failure to install SPW products in accordance with SPW Guides; or the use of SPW products in systems, such as barrier provides no warranty with respect to, any claims or damages caused by anticipated or unanticipated in all construction, it is imperative that the wall system be designed and constructed to properly manage moisture and that the Vinyl Products be properly installed. SPW is not responsible for, and Allocation of Risks of Vinvl Product Performance. Because some water infiltration must be anticipated performance related to inert gas at any time after manufacture.

the use of Vinyl Products, as well as the design and installation of flashing and sealing systems, are the responsibility of the buyer, owner, architect, contractor, installer, or other construction professionals and are not the responsibility of SPW, and SPW disclaims all liability with respect by SPW in its sole discretion. The determination of the suitability of all building components, including

of Vinyl Products shall be assumed by the buyer and/or owner in conjunction with the architect a particular purpose, or the maintenance, installation, and use thereto. All risks related to building design and construction, fitness or suitability of Vinyl Products for

any claims or damages related to such risks contractor, installer, or other construction professionals, and such parties waive and release SPW from

- General Vinyl Product Disclaimers
 1. Fading or color channes may
- provides no warranty and hereby disclaims any and all liabilities with respect thereto. Factory applied paint on extrusions which experiences color change less than and elements and such variation in fading or color is not considered to be a defect, and SPW Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun

be defective. Normal weathering is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere causing a surface to fade, discolor, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of finished products and other local conditions over which SPW has no control. 6 Delta E units and/or non-uniform fading and/or discoloration due to normal weathering or unequal exposure of the surfaces to the sun and/or elements is not considered to

- Ņ thereto. SPW provides no warranty and hereby disclaims any and all liabilities with respect intended to provide safety protection or to prevent falling through an open window, and Screens are intended solely as protection from insects and are not designed for or
- ω of children. WOCDs must be checked regularly, as necessary, to determine if they are operating properly. SPW provides no warranty and hereby disclaims any and all liabilities with respect thereto. Window opening control devices ("WOCDs") are not a substitute for careful monitoring

IIL WARRANTY RESOLUTION; EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY

- ≽ Component owner a fee for performing an onsite inspection if SPW believes coverage under this Limited Warranty is not clear. SPW may, in its sole discretion, refund any such onsite inspection charge if the subsequent inspection by SPW reveals a defect which is covered by the Vinyl Product or Component, and the warranty time period of the original Vinyl Product or Component shall continue to apply. SPW may, in its sole discretion, charge the Vinyl Product or Product or Component was first delivered from SPW's factory. Any freight or delivery charges beyond that destination will be the Vinyl Product or Component owner's responsibility. Provision price or original catalog list price, whichever is lower, of the defective Vinyl Product or Component: SPW may, in its sole discretion, substitute a current design for the original Vinyl stated time period, the Vinyl Product owner's sole and exclusive remedy is that SPW will, at In the event the product fails to conform to the express warranties described above within the this Limited Warranty. of a replacement Vinyl Product or Component does not extend the warranty time period for to deliver the replacement Vinyl Product or Component to the place where the defective Vinyl SPW elects to provide a replacement Vinyl Product or Component, SPW will pay for the freight Product or Component or otherwise provide a comparable Vinyl Product as a substitute. If Components for any detective Vinyl Product or Component, or refund the original purchase SPW's sole option and discretion, either repair or provide replacement Vinyl Product or
- <u>0</u> œ Vinyl Product or other remedy made or provided by any distributors, dealers, salespersons or other representatives of SPW in any manner, whether written or oral. NO PARTY IS AUTHORIZED TO EXPAND OR CHANGE THE PROVISIONS OF THIS LIMITED WARRANTY IN ANY MANNER. SPW provides the Vinyl Products on an "sexis" basis. SPW makes no other representations, statements of fact, promises, guarantees or other warranties of any kind or nature, express or implied, with respect to the Vinyl Products. Except as expressly set forth herein, SPW disclaims any and all other warranties, express or implied, including any warranty relating to workmanship, merchantability, fitness for particular purpose, freedom from defects, o more fully set forth in Section III (A) above and subject to the terms of this Limited Warranty, the sole and exclusive remedy is repair, replacement or refund. SPW cannot and shall not be non-intringement liable for any other express or implied warranties, guarantees or representations related to a are the sole and exclusive warranties provided by SPW with respect to Vinyl Products. As As more fully set forth in Section IV below, the limited warranties set forth in Section I above 2
- discretion, for a period of two (2) years from the date the Product was manufactured. SPW shall not be responsible for, and shall not bear any cost or expense with respect to, any repainting, refinishing or similar activities related to or arising from the repair or replacement of extent and/or scope of said repair and replacement shall be decided by SPW in its sole Limited Labor Coverage. In the event that SPW elects pursuant to Section III (A) above to any Vinyl Product. For purposes of clarification, SPW will not be responsible for any costs or will, at its cost and expense, provide the labor to repair or replace such Vinyl Product, the provide for the repair or replacement of a Vinyl Product covered by this Limited Warranty, SPW
- <u>,</u> of this Limited Warranty. The notice of claim under this Limited Warranty must contain the the foregoing, such Vinyl Product owner shall not be entitled to the benefits of any provision with the Vinyl Product first became known, or should have been known through the exercise of reasonable care, to such owner. In the event that a Vinyl Product Owner fails to comply with and at the following addresses, from a Vinyl Product owner claiming coverage under this Limited Warranty within the warranty period and within ninely (90) days of the date the problem Notice of Warranty Claim. SPW must receive written notice, containing the information below expenses related to labor for repair or replacement outside of the time period specified above.
- following information:
- The Vinyl Product owner's name and telephone number
- The original order number
- The address where the Vinyl Product is installed
- $\neg p \varphi +$
 - A description of the Vinyl Product; Proof of ownership of the building in which the Vinyl Product is installed;
- The name of the SPW Salesperson or Dealer from whom the product was purchased.
- A description of the defect and the date of first discovery of the claimed defect

The foregoing notice shall be delivered to SPW at SIERRA PACIFIC WINDOWS SIERRA PA Attn: Warranty Claim è SIERRA PACIFIC WINDOWS

11605 Reading Road/PO Box 8489 Red Bluff, CA 96080

Attn: Warranty Claim 575 South Whelen Avenue Medford, WI 54451

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IV. DISPUTE RESOLUTION.

- In order to achieve a quick and final resolution of disputes, You and SPW agree that any dispute or claim of any kind or amount arising out of the sale of windows, doors, and related or associated products ("Vinyl Products"), or otherwise relating to SPW, shall be resolved as follows, hereinafter "Dispute Resolution Agreement" or "Agreement":
- The dispute or claim shall be submitted to mediation, as described herein; and
- ,=: If the mediation does not resolve the dispute or claim in its entirety, then that dispute or claim, or portion thereof, shall be resolved through binding arbitration, as described nerein
- Dispu utes and claims subject to this Agreement include, but are not limited to

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- Any alleged breach of contract or breach of the duty of good faith and fair dealing;
- ≓ Any alleged breach of warranty, express or implied; Any alleged construction defect, including any claims brought under Civil Code Section
- N. 368 Any alleged violation of federal or state law or regulation; et seq. (generally referred to as "the Right to Repair Act" or "SB 800");
- < Any alleged violation of consumer protection or unfair business practice;
- ≦. Any alleged tort claim, including but not limited to, claims for negligence, strict liability, or
- ≦, Any other claims, whether arising in equity or common law, and whether seeking
- E. damages, injunctive relief, specific performance, declaratory or equitable relief, Any dispute regarding the enforceability or applicability of this Dispute Resolution
- × Any dispute regarding the rights, duties and obligations of the parties with respect to this Agreement or any term herein;
- Ģ Agre parties agree that they will participate in the mediation in good faith. SPW shall be responsible for paying the costs of the mediation. Each party shall be responsible for writing of its desire to pursue mediation and the subject of the dispute or claim. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceeding. The mediation will be held in Sacramento, California, unless the parties agree otherwise. The any arbitration proceedings. Either party may commence mediation by notifying the other party in Agreement to Mediate. You and SPW agree that any dispute or claim arising out of the sale of Vinyl Products, or otherwise relating to SPW, shall be submitted to non-binding mediation prior Dispute Resolution Agreement) prior to
- whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or involving the parties. their own attorney fees and expert fees, if any. All offers, promises, conduct and statements
- p mediation. discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the
- Procedures in those Rules Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited that such dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted with JAMS, a private alternative dispute resolution business, pursuant to its Products, or otherwise relating to SPW, is not resolved through mediation, You and SPW agree Agreement to Arbitrate. In the event that a dispute or claim arising out of the sale of Vinyl
- responsible for their own attorney fees and expert fees, if any. The arbitration will be held in Sacramento, California, unless the parties agree otherwise. Judgment on the arbitration award may SPW shall be responsible for paying the costs of the JAMS arbitration. Each party shall be
- Ē be entered in any court having junsdiction. <u>No Juny Trial</u>, YOU AND SPW AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE ARBITRATOR Conducting the binding arbitration.
- \overline{a} <u>No Class Action of Redresentative Action.</u> You and SPW Agree that all disputes or Claims shall be brought only on an individual basis, and shall not be brought as a representative or class action. The parties agree that the arbitrator shall not have the power to conduct the arbitration as a
- ഹ SPW agree to waive any right to recover punitive or exemplary damages. You and SPW agree that the arbitrator is not empowered to award such damages. Some states do not allow for the Limitations on Liability. You and SPW agree to waive any right to recover indirect, special, incidental or consequential damages or losses, including but not limited to, damages or losses from business interruption, loss of use, loss of business, loss of revenue, or loss of profits. You and may not apply to you exclusion or limitation of incidental, consequential or indirect damages or losses, so this limitation REPRESENTATIVE OR CLASS ACTION.
- You and SPW agree that in no event or circumstance shall the aggregate amount of damages awarded in arbitration(s) exceed the aggregate amount paid to SPW in connection with the sale of the Vinyl Products; this limit applies regardless of whether damages are awarded in connection the Vinyl Products; this limit applies regardless of whether damages are awarded in connection with one claim or multiple claims or one arbitration or multiple arbitrations, and regardless of the
- Ŧ Notwithstanding the provision in this paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In the event any aspect of this Dispute Resolution timeframe over which the claim(s) are made or arbitration(s) instituted. <u>Coverning Law and Severability.</u> This Dispute Resolution Agreement and the rights of the parties Resolution Agreement evidences a transaction involving interstate commerce California, hereunder shall be governed by and construed in accordance with the laws of the State of exclusive of conflict or choice of law rules. The parties acknowledge that this Dispute

Agreement is found to be unenforceable or void, the remaining provisions of this Agreement Page 16 of 21 Initials:

www.sierrapacificwindows.com/optout and completing the form to opt-out of this Dispute Opt-Out Procedure. You may opt-out of this Dispute Resolution Agreement within twelve (12) months from the date of manufacture of your Vinyi Product by visiting the website shall remain in full force and effect

Resolution Agreement

instructions and previous warranties, refer to <u>www.sierrapaofifcwindows.com</u> or contact your local Sierra Paofific Windows Service Center or Dealer.) (For additional information, including SPW Guides, care and maintenance instructions, installation

635 East 52nd Avenue Denver, CO 80216 (303)465-4676 (Office) (970)456-2116 (Cell) (303)465-9579 (Fax) jmadsen@spi-ind.com Sold To: FAIR AND SQUARE CONSTRUCTION 2673 JACOB CIRCLE

55950 HANNAS WAY

Drawings

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Qty: 1 RO: 50 1/4"x24 3/4" Jamb: 4 9/16" Loc: ENTRY Sym: 101 Clad: 023-Black

1) C-DG-49 1/224-1(O)



Ship To: JANES RESIDENCE

2) C-DG-3064-1(O) Qty: 1 RO: 30 3/4"x64 3/4" Jamb: 4 9/16" Loc: ENTRY Sym: 102 Clad: 023-Black



3) C-DG-3024-1(O) Qty: 1 RO: 30 3/4"x24 3/4" Jamb: 4 9/16" Loc: ENTRY Sym: 103 Clad: 023-Black



4) C-WC-3664-2(LR) Qty: 1 RO: 72 3/4"x64 3/4" Jamb: 4 9/16" Loc: LIVING Sym: 104 Clad: 023-Black



006) C-WCP-3624-1(S) Mulled Unit @Plant Qty: 1 RO: 72 3/4"x24 3/4" Jamb: 4 9/16" Loc: LIVING Sym: 105 Clad: 023-Black

005) C-WCP-3624-1(S)



7) C-WC-3672-2(LR) Qty: 2 RO: 72 3/4"x72 3/4" Jamb: 4 9/16" Loc: SITTING AREA Sym: 106, 115 Clad: 023-Black

8) C-DG-3648-1(O) Qty: 1 RO: 36 3/4"x48 3/4" Jamb: 4 9/16" Loc: MASTER CLOSET Sym: 107 Clad: 023-Black



9) C-DG-3648-1(O) Qty: 1 RO: 36 3/4"x48 3/4" Jamb: 4 9/16" Loc: MASTER ABOVE Sym: 114 Clad: 023-Black



10) C-DG-3648-1(O) Qty: 1 RO: 36 3/4"x48 3/4" Jamb: 4 9/16" Loc: DINING RM ABOVE Sym: 123 Clad: 023-Black

All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.

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11) C-DG-3648-1(O) Qtv: 1 RO: 36 3/4"x48 3/4" Jamb: 4 9/16" Loc: KITCHEN ABOVE Sym: 127 Clad: 023-Black



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12) C-DG-3648-1(O) Qty: 1 RO: 36 3/4"x48 3/4" Jamb: 4 9/16" Loc: BATH #1 Sym: 211 Clad: 023-Black



13) C-WC-3648-2(LR) Qty: 1 RO: 72 3/4"x48 3/4" Jamb: 4 9/16" Loc: MASTER BATH Sym: 108 Clad: 023-Black



14) C-WC-2436-1(L) Qty: 1 RO: 24 3/4"x36 3/4" Jamb: 4 9/16" Loc: MSTR TOILET Sym: 109 Clad: 023-Black



15) C-WC-3672-2(LR) Qty: 1 RO: 72 3/4"x72 3/4" Jamb: 4 9/16" Loc: MASTER BATH Sym: 111 Clad: 023-Black



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016) C-DG-3696 3/4-1(O) 017) C-DG-3696 3/4-1(O) Mulled Unit @Plant Qtv: 1 RO: 72 3/4"x97 1/2" Jamb: 4 9/16" Loc: DINING ROOM Sym: 138 Clad: 023-Black



18) C-WC-3664-1(R) Qly: 1 RO: 36 3/4"x64 3/4" Jamb: 4 9/16" Loc: MASTER BDRM Sym: 112 Clad: 023-Black



19) C-WC-3664-1(L) Olv: 1 RO: 36 3/4"x64 3/4" Jamb: 4 9/16" Loc: MASTER BDRM Sym: 113 Clad: 023-Black

20) C-DG-18 1/296 3/4-1(O) Qty: 2 RO: 19 1/4"x97 1/2" Jamb: 4 9/16" Loc: LIVING ROOM Sym: 116, 121 Clad: 023-Black

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All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.

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21) C-DG-18 1/248-1(O) Qty: 2 RO: 19 1/4"x48 3/4" Jamb: 4 9/16" Loc: LIVING Sym: 117, 120 Clad: 023-Black



Ship To: JANES RESIDENCE

22) C-DG-71 3/1648-1(O) Qty: 2 RO: 71 15/16"x48 3/4" Jamb: 4 9/16" Loc: LIVING Sym: 118, 119 Clad: 023-Black



028) FIELD MULL LAYOUT 023) C-DG-3696 3/4-1(O) 024) C-DG-3696 3/4-1(O) 025) VERT FRAME-FRAME 026) C-DG-3696 3/4-1(O) 027) C-DG-3696 3/4-1(O) 027) C-DG-3696 3/4-1(O) 02ty: 1 RO: 144 3/4"x97 1/2" Jamb: 4 9/16" Loc: DINING Sym: 123 Clad: 023-Black



29) C-WC-3660-1(L) Qty: 2 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: BEDROOM 2 Sym: 124, 128 Clad: 023-Black



30) C-WC-3660-1(L) Qty: 1 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: LAUNDRY Sym: 130 Clad: 023-Black



31) C-WC-3660-1(L) Qty: 1 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: DEN UPPER Sym: 201 Clad: 023-Black

32) C-WC-3660-1(R) Qty: 1 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: BEDROOM 2 Sym: 139 Clad: 023-Black



33) C-WC-3660-1(R) Qty: 1 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: GARAGE Sym: 131 Clad: 023-Black



34) C-WC-3660-1(L) Qty: 1 RO: 36 3/4"x60 3/4" Jamb: 4 9/16" Loc: GARAGE Sym: 132 Clad: 023-Black

All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.

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Ship To: JANES RESIDENCE 55950 HANNAS WAY jmadsen@spi-ind.com 35) C-WCP-3624-1(S) 36) C-DG-3672-1(O) 37) C-DG-3672-1(O) Qty: 2 Oty: 1 Qtv: 1 RO: 36 3/4"x24 3/4" RO: 36 3/4"x72 3/4" RO: 36 3/4"x72 3/4" Jamb: 4 9/16" Jamb: 4 9/16" Jamb: 4 9/16" Loc: ABOVE Loc: STAIRS Loc: STAIRS Sym: 206, 207 Sym: 133 Sym: 134 Clad: 023-Black Clad: 023-Black Clad: 023-Black 38) C-WA-3636-1(X) 39) C-DG-4264-1(O) 40) C-DG-4224-1(O) Qtv: 1 Qtv: 1 Qtv: 1 RO: 42 3/4"x64 3/4" RO: 36 3/4"x36 3/4" RO: 42 3/4"x24 3/4" Jamb: 4 9/16" Jamb: 4 9/16" Jamb: 4 9/16" Loc: POWDER Loc: ENTRY Loc: ENTRY Sym: 135 Sym: 136 Svm: 137 Clad: 023-Black Clad: 023-Black Clad: 023-Black 41) C-WC-3660-2(SR) 42) C-WC-3660-3(LSS) 043) C-WCP-4860-1(S) Qty: 1 Oty: 1 044) C-WC-3660-1(R) RO: 108 3/4"x60 3/4" RO: 72 3/4"x60 3/4" Mulled Unit @Plant Jamb: 4 9/16" Jamb: 4 9/16" Qty: 1 Loc: BUNK Loc: DEN UPPER RO: 84 3/4"x60 3/4" Sym: 202 Sym: 203 Jamb: 4 9/16" Clad: 023-Black Clad: 023-Black Loc: BUNKROOM Sym: 204 Clad: 023-Black

All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.

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All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.

SIERRA PACIFIC WINDOWS			NORMAND CUSTOMDARPOH		j j				Room Location: 110 master shower	R	COWPEP	CUNFEF 0/201/2020
	SHIP TO:	Phone Fax Contact Info	Janes	atioN (A3)		w quantity in 36 36 capillary ath Lites, Capillary = Black 023, White,	AI = <0.30/<1.5, CPD C, GapFill1 = AIR,	l25,Sash Width ≕			Dage 1 Of A	rage I OI 4
•			0 F 0.00 E NAME	LANE [17] DE MORTE MONTANE MindowAndDoor PK-327	LICING AND APPROVAL.** G**	ted exterior color set-up charge auto I number of units is 5 or more or any a clad of the same color.** mentAwning Casement Picture 24 x Width = 24, Frame Height = 36 tlack 023, Interior Finish = White ack 023 Weight = 19.68 Jow-E, Standard Bead, Tempered Bo se No, Standard Intercept Spacer ed Lite, Equal, 7/8", Exterior Color Anodized, 2W2H, Grille Type Custo myl Nailing Fin, No Drin Can	all Return = None SHGC = 0.27 , CR = 55 , VT = 0.48 , 187-00004, Energy Star Region = N n ES Zone = , W m 2k = -1	dth = 18.3125, Glass Height = 30.31 eight = 33.8125 omments *** er bath	ling: 24.5" X 36.5" Size: 24" X 36"		wed from exterior of window	wed from existion of winnow.
	BILL TO:	Phone Email Contact Info	00001E#	自动电 并 100-1	**PENDING PR	**Standard Pain quote unless tota combination with Vinyl 8000 Case Custom: Frame Complete Unit Frame Color = Bla Estimated Unit V Dual Insulated, I Tubes, Argon Ga Simulated Divide w/spacer, Silver.	1 15/16", Dry W U-Factor = 0.3, 5 = SIE-N-125-00 Can ER = -1, Ca Status = Pendino	Unit 1: Glass Wi 21.8125, Sash H *** Customer Co Unit 1: 110 mast	Rough Open Overall Unit S		* All drawinos are vie	MIL ULUWINGO WE VIC

JOB NAME CUSTOMBR PO#	Rom Location: 129 lower shower	
Janes	I tically included on uantity in Lites, Capillary Slack 023, White, = <0.30/<1.5, CPD GapFill1 = AIR, ,Sash Width =	
QUOTE NAME Janes	dowAndDoor PK-327 dowAndDoor PK-327 AND APPROVAL.** Ior color set-up charge automa r of units is 5 or more or any q the same color.** ining Casement Picture 36 x 36 36, Frame Height = 36 36, Frame Height = 36 36 3125 Standard Intercept Spacer Equal, 7/8", Exterior Color = F 3125, Glass Height = 30.3125 3125 38125 Wm 2k = -1 3125, Glass Height = 30.3125 38.8125 38125 Standard Intercept Spacer Equal, 7/8", Exterior Color = F 3125, Glass Height = 30.3125 38.8125	-
QUOTE# PO# 1144439	200-1 Wind 200-1 Wind **PENDING PRICING / **2020 PRICING ** **2020 PRICING ** **2020 PRICING ** **2020 PRICING ** **2020 FRICING ** **2020 FRICING ** **2020 FRICING ** **2020 FRICING ** ***2020 FRICING ** *** Custom: Frame Width = 20, 2010 Junit 18000 CasementAwn Urbes, Argon Gas = No, Status = Pending Unit 1: Glass Width = 30, 33.8125, Sash Height = 30, 33.8125, Sash Height = 30, Unit 1: Glass Width = 30, Status = Pending Unit 1: Glass Width = 30, Status = Pending Unit 1: I10 master bath Rough Opening: 36.5 Overall Unit Size: 36"	* 117 Jaconita and and the second

NAME COSTOMER PO#	cation: 208 upper shower	p
		CQNPE
PROJECT	I Itically included on uantity in Jlack 023, White, = <0.30/<1.5, CPD GapFill1 = AIR, ,Sash Width =	Page 3 Of 4
Janes	indowAndDoor PK-327 indowAndDoor PK-327 3 AND APPROVAL.** erior color set-up charge autome ber of units is 5 or more or any q of the same color.** wring Casement Picture 36 x 24 = 36, Frame Height = 24 23, Interior Finish = White 3 = 19.68 . Standard Intercept Spacer 3 = 19.68 . Standard Intercept Spacer 3 = 19.68 . Standard Intercept Spacer 3 = 19.68 . Standard Intercept Spacer 3 = 10.004, Energy Star Region = NC, cone = , W m 2k = -1 10004, Energy Star Region = NC, fone = , W m 2k = -1 0004, Energy Star Region = NC, for = , W m 2k = -1 6.5" X 24"	om exterior of window.
QUOLE# PO#	300-1 W **PENDING PRICING **2020 PRICING** **2020 PRICING** **Standard Painted exi quote unless total numl combination with clad Vinyl 8000 CasementA Custom: Frame Width Custom: Frame Color = Black 02 Estimated Unit Weight Prame Color = Black 02 Estimated Unit Weight = 15/16", Dry Wall Ret U-Factor = 0.3, SHGC = SIE-N-125-00187-06 Can ER = -1, Can ES Z Status = Pending Unit 1: 110 master batł Rough Opening: 3 Overall Unit Size: 30	* All drawings are viewed fr

1144439	Janes	Jan	es en		
Comments:					
<u>COMPANY</u> Unless otherwi Website WWW language, limit	ise noted on the line item, this product i V.SIERRAPACIFICWINDOWS.COM of tations and exclusions.	is covered under a Sier or our marketing literat	ra Pacific Windows li ure for a copy of the :	mited warranty. Please see your applicable limited warranty for s	dealer, the pecific
The pricing on not include cha Sierra Pacific o Wood character stained product	t this Quote is valid for 30 days and not arges for Shop Drawings. offers a variety of wood species produc ristics also vary due to the species of th ts. Outswing Doors will have a comple	intended to be used as ed in combinations of e wood. The combinat mentary snecies of woo	a final Invoice. (Con solid and veneer-wrap ion of these items cou	tingent on current pricebook) Th ped wood parts that have varying the result in color variations of th	he Quote does ig grain patterns ne finished
RATINGS Oversized units engineering and product. A com	s and certain mulled/stacked configurat alysis may be available for these non-ra aplete list of rated products is available	ions have not been test ared units. Please conta at WWW.SIERRAPA(ed and therefore have t your DST group to DIFICWINDOWS.CC	e no performance guide (PG) ratir determine available options for 1 M	ing. Job-specifi non-rated
The Transcend If units are bein installation deta Sierra Pacific's	I H3 products do not have a PG rating. ng installed in an area requiring specific iails. These details can be found on the α Architectural Services Denotment at	2 PG ratings the unit m Florida Building Code 800-433-4872 avt 177	ust be installed in the website at www.flori	exact manner tested as shown in dabuilding.org or can be obtaine	a our certified ed by contactin _i
Recent building is within 24" or department to c <u>THERMAL PE</u> This quote may condensation in	g code changes require the addition of l of the floor and is more than 72" above to determine if this code is a requirement i <u>ERFORMANCE</u> y contain glazing options that include co n areas where the winter outdoor tempe	limiting devices on any the finished grade or of in your jurisdiction and oating 'i89'. These gls ratures are below freez we Appreciate You	operating unit install her surface below the l order units accordin, zing options may cre- zing (32°F/0°C). tr Business!	ed where the finished clear open window. Please check with your gly. ate an increased risk of room side	iing of the unit r local building le glass
				(J	
' All drawings are	e viewed from exterior of window.	Page 4 Of 2	-	ONPEP 6	6/30/2020





