

For supply & install sales, see the [Terms & Conditions](#) on the back of your Installation Agreement

**I. PAYMENT**

**A) C.O.D.**

1. Purchaser will pay a minimum 35% non-refundable deposit with order.
2. Cash, cheque, or credit card payments are acceptable, unless otherwise indicated. Balance payment by cheque or cash is due prior to unloading at delivery or prior to loading at pickup. If balance of payment is not available at delivery, goods will be returned to EuroLine Windows. Additional delivery charges will apply. Balance payment on credit card must be made by noon the business day prior to delivery, or before loading at pickup.
3. Payment for goods shipped by others, including common carriers, must be received before goods are released.

**B) Cash with Order**

1. Upon receipt of full payment at time of order signing, a 2% discount will apply to window/door portion of sale only. This discount applies to payments by cash or cheque, and does NOT apply to credit card payments.

**C) On Account**

1. Upon credit application approval, Purchaser will pay a minimum 35% non-refundable deposit with order.
2. Cash or cheque payments are acceptable. Credit cards will be accepted for COD balance payments only.
3. Balance is due within 30 days of delivery, pickup or invoice, whichever comes first.

**D) General**

1. The due time for payment arises without any further pre-condition and, in particular, does not depend on whether the customer has taken possession of the product.
2. A \$50 fee will be charged on all NFS cheques.
3. All accounts not paid in full when due shall bear interest at a rate of 2% per month (26.8% per annum), compounded monthly, until fully paid.
4. Without prejudice to continuing legal rights, EuroLine Windows reserves the right to amend payment terms or suspend performance of its obligations if, in its reasonable opinion, there are grounds for concern that the Purchaser will wholly or partly fail to fulfill his obligations in accordance with the contract. In particular, the right to suspend arises if the customer insufficiently performs his obligations to enable payment to EuroLine, pays late, or if the credit limit set has been exceeded or will be exceeded with the forthcoming delivery.
5. The Purchaser's responsibility to make payment continues to exist even if he assigns rights to third parties.
6. EuroLine Windows reserves the right to exercise its Builders' Lien Right at any time to secure collectability of account.

**II. TAXES**

1. The Purchaser is responsible for all applicable federal, provincial, state and/or county taxes. The Purchaser will pay the appropriate adjustment, should there be a change in taxes after the date of contract.
2. Out-of-province/US customers are responsible for self-declaring and paying any applicable taxes, unless explicitly included in contract.

**III. DELIVERY/PICKUP**

1. Lead times extended are subject to the Purchaser performing all his obligations properly and in good time. Moreover, lead times begin on the date of the written acknowledgement of the order by EuroLine Windows.
2. Approximate delivery/pickup dates can only be given after the contract is signed, a deposit is paid, all details (such as sizes, glass types, quantities, etc.) are confirmed by the Purchaser, and after the order is accepted by EuroLine Windows.
3. EuroLine Windows reserves the right to make partial deliveries.
4. The Purchaser's responsibility to take delivery and make payment continues to exist even if he assigns rights to third parties. The Purchaser gives EuroLine Windows unlimited indemnity against all claims made by any third party against EuroLine Windows based on the contract with the Purchaser.
5. The Purchaser must provide an authorized representative to accept and acknowledge receipt of goods, if he is unable to accept goods in person.
6. Goods must be inspected at delivery/pickup, and items which do not comply with specifications, have damage, or are missing, must be noted on shipping papers at time of delivery/pickup. Items not noted on shipping papers by the Purchaser or his representative will be the responsibility of the Purchaser.
7. EuroLine Windows assumes no responsibility for damage, breakage or loss during transit by others, such as common carriers.
8. At pickup, it is the Purchaser's responsibility to load the product and provide the necessary manpower and packing material to do so. Labour and material for pickup may be available at an additional cost.
9. At delivery, it is the Purchaser's responsibility to unload the product and provide the necessary manpower to do so. EuroLine will provide one helper for deliveries within the Metro Vancouver area only. If sufficient manpower is not available, goods may be returned to EuroLine Windows. Additional delivery charges will apply.
10. Goods will be delivered to an area closest to the agreed place of delivery safely accessible by a 5-ton truck. EuroLine Windows is not responsible for distribution of windows/doors to final location. Purchaser must ensure proper, safe site access is available. If proper, safe site access is not available, goods may be returned to EuroLine Windows. Additional delivery charges will apply. Redirecting the truck, if agreed to by EuroLine Windows, will result in additional delivery charges.

**IV. DELAY**

1. Any changes to existing quote or order will adversely affect cost and delivery dates.
2. The Purchaser hereby releases EuroLine Windows from liability for any damage or loss suffered by the Purchaser or a third party as a consequence of delay in delivery of goods for any reason whatsoever. This includes, but is not limited to, negligence of EuroLine Windows or its shipper.
3. If purchaser is unable to accept goods due to construction delay or for any other reason, 10% of outstanding balance may be withheld until time of delivery or pickup. Remaining balance will be due at time invoice is issued, or within 30 days for On Account balances. Interest charges will apply to any balance withheld.

4. EuroLine Windows reserves the right to make partial deliveries and invoice each delivery separately. Additional delivery costs will apply to partial deliveries made at Purchaser's request.
5. EuroLine Windows is not responsible for storage of goods in the event that the Purchaser postpones delivery dates. Storage and handling charges may apply.
6. Without prejudice to continuing legal rights, EuroLine Windows reserves the right to liquidate product that cannot be delivered or has not been picked up within 3 months of date of invoice. This will not absolve the Purchaser of their contractual obligation of payment for any balance that cannot be recuperated through the liquidation of the product. The Purchaser agrees to charges of an additional 20% of the contract amount as liquidated damages.

**V. GENERAL**

1. All windows and doors manufactured by EuroLine Windows are custom sizes and designs. No refund will be given, nor exchanges made, on changes in sizes/designs, or cancellations after signing of Sales Agreement. Additional expenses incurred due to changed orders will be added to the contract amount.
2. All sizes are heel sizes (frame sizes). It is the Purchaser's responsibility to ensure that sizes are adequate for RO sizes or brickmould sizes required.
3. It is the Purchaser's responsibility to confirm order details such as sizes, designs, quantities, egress and tempered glass requirements. EuroLine Windows will not be responsible if the window/door details or quantities listed on the signed Order Details are different from the building plans or from what is needed.
4. It is the Purchaser's responsibility to make product selections that comply with applicable laws and building codes.
5. The cost of cleaning glass/vinyl is not included in the contract price.
6. EuroLine Windows assumes no responsibility for scratched or broken glass and/or window/door material once Purchaser has received goods.
7. EuroLine Windows assumes no responsibility for costs of "closing in" or "temporary glazing" due to delays as outlined under Section IV.
8. EuroLine Windows will not be responsible for materials supplied or repairs done by third parties, unless previously authorized by a management representative of EuroLine Windows.
9. EuroLine Windows's warranty with respect to the goods is limited to repair or replacement, at EuroLine Windows's cost, of goods defective in material or manufacture as described fully in the document titled EuroLine Residential Window and Door Warranty ("the Limited Warranty"), which the Purchaser irrevocably acknowledges is the only warranty that applies to the goods. The Limited Warranty shall not include or be extended to the costs of delivery, shipping or travel; removing or replacing defective goods with replacement goods; damages for delay; or any other consequential damages whatsoever. If not delivered with the good, the Purchaser must obtain a copy of the Limited Warranty from EuroLine Windows. A current copy of the Limited Warranty is available for download at [www.euroline-windows.com](http://www.euroline-windows.com).
10. The Limited Warranty covers labour costs related to warranty work during the first year only. Travel, delivery and shipping costs are not covered at any time.
11. Adjustment of windows/doors is not included in the contract price. Service calls related to adjustments are chargeable.
12. Title and ownership of windows, doors and accessories shall remain in EuroLine Windows's name – until the purchaser's risk – until the entire purchase price, interest and all costs are fully paid in cash, including payment of any note or extension given, or judgment secured. Purchaser will not part with possession of the goods and will keep all materials in good condition and free and clear of liens and encumbrances.
13. EuroLine Windows is not responsible for any structural or any other work relating to building and/or rough opening framework where the goods are installed.
14. EuroLine Windows is not responsible for any flashing, membranes and/or sheeting paper around openings.
15. EuroLine Windows is not responsible for any interface details between windows/doors and surrounding structure. EuroLine Windows is not responsible for water proofing around windows/doors.
16. EuroLine Windows does not accept charges or back charges of any kind unless agreed to in writing.
17. EuroLine Windows reserves the right to improve its products, change specifications, details, materials or prices without notice. Up-to-date information is available by contacting EuroLine Windows.

**VI. ENTIRE AGREEMENT**

1. This agreement, together with specifications and drawings attached hereto, constitutes the entire agreement between EuroLine Windows and the Purchaser. It supersedes all prior oral or written representations and agreements, and may only be modified by written agreement duly executed by all parties.
2. EuroLine's sales representatives, agents or dealers are not authorized to dispense with any terms and conditions or to make promises which differ from those set out herein and in the Limited Warranty.
3. There are no representations, warranties, conditions or liabilities, either express or implied by statute, common-law or otherwise (all of which are expressly excluded and waived by the parties hereto), except as expressly provided in the Limited Warranty referred to above in Section V hereof.
4. EuroLine Windows's failure to enforce any provisions of this agreement will not be deemed a waiver of any of its provisions or rights. In the event that a portion of this agreement be held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible, to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.
5. The Purchaser will indemnify and hold EuroLine Windows harmless for loss or damage beyond EuroLine Windows's reasonable control, including – but not limited to – fire, weather, and acts of God.
6. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number and any other gender as the context or sense of this agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

**I/We hereby accept the above Terms and Conditions, and acknowledge that I/we have received a copy of this contract**

Signature

Date