



4145 N Service Rd., 2nd floor,
Burlington, Ontario, L7L 6A3
Tel/Fax (905) 233-2320

9131 Keele Street, Suite A4
Vaughan, Ontario, L4K 0G7
Tel/Fax (416) 946-1061

REPRESENTATIVE

- Clearing work areas of shutters, blinds, furniture, bedding, etc. prior to installation. Failure to do this shall give Aztech Doors & Windows the options set forth in the p.5.1 of the Terms and Conditions overleaf.
 - Provision of ample parking space within 15 m of the home entrance for the duration of work or, if that is impossible, compensating Aztech Doors & Windows for the parking tickets for 1 company vehicle, if any.
 - Removing and reinstalling security system sensors and wiring; high-security, non-standard, electronic/smart door locks, doorbells.
 - All electrical wiring and HVAC rerouting with wall cut out.
 - Painting jambs and trim, touching up walls around the inside trim.
-
- INITIAL HERE**

DATE: _____

INITIAL HERE

TERMS & CONDITIONS

1. By default, all windows are drawn as seen from the inside, all doors - as seen from the outside. Unless otherwise written, all swinging doors are deemed swinging inside the home. Client has been informed on the meaning of diagrams. "W" means "White", "B" means "Black". Aztech Doors & Windows shall be hereinafter referred to as "the Seller".
2. Installations are scheduled a few weeks in advance based on the seasonal product delivery lead times and availability of a crew fit for a specific job. The Seller reserves the right to occasionally reschedule a job on a short notice at its sole discretion due to the factors including but not limited to: inclement weather, concealed structural problems uncovered on-site, materials shortages, manufacturers' errors/delays and or damaged shipments, etc. Determination of inclement weather and safety of the job site conditions is solely the Seller's authority. Unless otherwise agreed between the parties, on such an occasion the Purchaser will be offered at least 2 alternative dates within 35 workdays of the original scheduled installation date (seasonal holidays break excluded). In such event neither the Purchaser is charged any extras, nor the Seller accepts any responsibility for the loss of income and/or additional expenses the Purchaser may incur due to such rescheduling.
3. Shall the Purchaser need to reschedule for reasons other than Force Majeure per p.10, a minimum of 2 workdays advance notice is due and a new date is agreed upon between the Parties. New date serves as a confirmation of due notice acceptance.
4. The Purchaser has the right to observe the work on his/her premises from a safe distance and to occasionally express concerns or requests to the lead technician, making sure those do not distract from work and/or do not adversely affect the crew's safety. Shall the Purchaser deem the crew's actions unsafe or damaging to the property, he/she should immediately notify the signing representative of the Seller who can then issue a STOP-WORK ORDER and investigate the matter. The Purchaser has no right to issue a STOP-WORK ORDER.
5. Unless otherwise written overleaf, the Purchaser is responsible for:
 - 5.1. Clearing work areas of shutters, blinds, furniture, clothes, bedding, fragile items, etc. prior to installation. Should the Purchaser fail to do this the Seller shall have the right to reschedule the installation and charge the late rescheduling fee at the rate set forth in p. 6 below. At the Purchaser's request, the Seller may agree to waive the right to reschedule and instead undertake to remove those items at the rate of \$100/hr (pre-tax). In such case the Purchaser unconditionally releases the Seller of any liability for the integrity of the items removed and/or accidental damage to those items and to the home that may result from such removal. None of the removed items will be protected, re-installed in their original place and/or cleaned.
 - 5.2. Provision of ample parking space within 15 m of the home entrance for the duration of work or, if that is impossible, compensating the Seller for the parking fines for 1 company vehicle in case such are received.
 - 5.3. Ensuring that the Seller's technicians have exclusive access to the job site, nothing is impeding their productivity and/or compromising job site safety including but not limited to: children, pets or vulnerable persons present at the job site, other trades and/or family members and/or tenants working and/or accepting deliveries, accepting medical treatment, cooking, cleaning, etc.
 - 5.4. Removing and reinstalling security system sensors and wiring; high-security, non-standard electronic/smart door locks, doorbells.
 - 5.5. All electrical wiring and HVAC rerouting with wall cut out.
 - 5.6. Painting jambs and trim and/or touching up walls around the inside trim.
6. Shall the Purchaser fail to get the Seller's acknowledgement of a rescheduling notice per p.3 or fail to prepare the job site per p.p. 5.1-5.5 above and give full access of the premises as scheduled, the Seller has the right to charge the Purchaser \$200 (pre-tax) per technician per day cancelled or per unilateral STOP-WORK ORDER issued in violation of p.4 herein.
7. This contract shall come into effect after it is signed by both the Purchaser and the Seller's representative. All previous quotations, offers and agreements - implied, written or verbal, are superceded by this Contract and shall be null and void. The Purchaser acknowledges receipt of a true copy hereof. NCR, scanned and e-signed copies being equally valid. The Purchaser may rescind this contract within 10 days of its date as provisioned by the *Consumer Protection Act S.O.2002* by hand delivering a written Notice of Cancellation to the Seller at its head office, or by forwarding a registered letter postmarked no later than 10 days of the date of this Contract to the said address, or by email with positive delivery and read acknowledgement. Telephone calls shall not be considered as a Notice of Cancellation. After the 10 days of this Contract Date the Purchaser shall be liable for the full contract price whether or not the Purchaser accepts delivery of the goods.
8. Any dishonoured cheques and/or NSF charges will result in a \$45.00 fee in addition to any standard transaction fees charged by the bank. Any outstanding balances are charged interest at 2% per month.
9. The title in the articles listed herein shall remain in the Seller, at the Purchaser's risk, until full payment of the purchase price and interest, as herein provided and all monies due hereunder or any renewals or extensions thereof, or of said note or under any Judgement recovered in respect of said note or contract shall have been paid. The said articles shall be kept at the Purchaser's above address and shall not be removed without the consent of the Seller and the Purchaser shall not sell or transfer any interest in the property or contract until the full payment of the purchase price is made. The said articles shall remain movable property of the Seller and shall not be deemed part of the dwelling, even though affixed or attached thereto, and whether or not placed upon a permanent foundation. Acceptance by the Seller of any renewal or collateral notes or the recovery of any judgement against the Purchaser shall in no way affect the rights of the Seller to repossession and sale of the articles and loss or destruction of the articles shall not release the Purchaser from payment in full. Time is of the essence of this agreement, and should the Purchaser make default in payment hereunder, or violate any of its terms, or become bankrupt or insolvent, or sell or dispose of the said articles contrary to the provisions of this agreement, all installments shall immediately become due and payable, and the Seller may forthwith take possession of the articles, and any accessories added thereto, without legal proceedings, and for such purpose may enter any premises without notice and shall not be responsible for any damage caused thereby. The Purchaser shall be liable for all costs of collection and other charges incurred as a result of default in payment.
10. FORCE MAJEURE. Neither party shall be liable for failure to perform this Contract in whole or in part, if prevented by acts of God, natural disasters, actions of the Governments, strikes, boycotts, shortage of labour and/or materials, logistical accidents, embargoes, or other causes beyond their control. Loss of income, changes in marital/employment/ownership status, acquired disability, judgements against the parties do not constitute a Force Majeure. Parties shall promptly notify each other of Force Majeure circumstances and their duration.
11. Terms of the Non-Prorated, Lifetime Warranty and Warranty Service request procedure are published on <https://azwindowsanddoors.com/warranty/>. All installed items get registered for the Warranty automatically once paid in full within 30 days of the installation date.