

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING DEPARTMENT

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 081228

PERMIT ISSUED

OCT 3 2008

CITY OF PORTLAND

This is to certify that NICHOLS LULU FERNE /Wiley Ledger /Michael
 has permission to Replacing 23 windows with aluminum clad insul in original openings structural changes
 AT 127 YORK ST CE 044 A005001

provided that the person or persons, firm or corporation accounting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise red-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

- Fire Dept. _____
- Health Dept. _____
- Appeal Board _____
- Other _____
Department Name

Thomas K. Marley 10/3/08
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

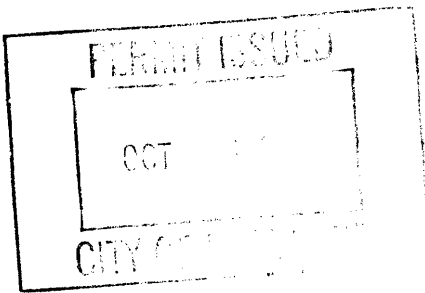
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-1228	Issue Date:	CBL: 044 A005001
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Location of Construction: 127 YORK ST	Owner Name: NICHOLS LULU FERNE	Owner Address: 277 TUTTLE RD	Phone:
Business Name:	Contractor Name: Willow Ledge Builders/ Michael	Contractor Address: PO Box 859 Yarmouth	Phone: 2078466944
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Multi Family	Zone: R-6

Past Use: twelve (12) residential dwelling units <i>leg. use: 12 residential D.U.</i>	Proposed Use: 12 unit residential - Replacing 23 windows with alum clad inserts in original openngs no structural changes	Permit Fee: \$180.00	Cost of Work: \$15,624.00	CEO District: 2
Proposed Project Description: Replacing 23 windows with alum clad inserts in original openngs no structural changes		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R2 Type: ZB IBC 2003 Signature: <i>Jr 10/3/08</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 09/30/2008	Zoning Approval		
<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>9/10/08</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>



CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

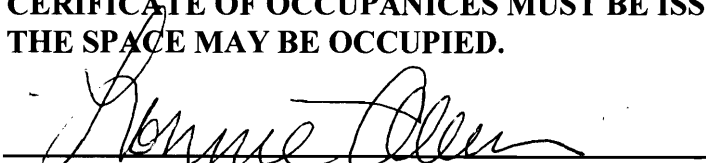
A Pre-construction Meeting will take place upon receipt of your building permit.

 X Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

 10/3/08
Date



Signature of Inspections Official

 10/3/08
Date



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>127-129 YORK STREET PORTLAND, ME 04101</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>044 - A - 005 - 001</u>	Applicant * must be owner, Lessee or Buyer * Name <u>LAURENCE S. ALLEN, JR, CONSERVATOR</u> Address <u>277 TUTTLE ROAD</u> City, State & Zip <u>CUMBERLAND CTR., ME 04021-4118</u>	Telephone: <u>829-3893</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>ESTATE OF L.F. NICHOLS</u> <u>56 L.S. ALLEN, JR, CONSERVATOR</u> Address <u>277 TUTTLE ROAD</u> City, State & Zip <u>CUMBERLAND CTR., ME</u>	Cost Of Work: \$ <u>15,624</u> C of O Fee: \$ _____ Total Fee: \$ <u>176.24</u>
Current legal use (i.e. single family) <u>APT HOUSE - 12 UNITS</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>REPLACING 23 WINDOWS ON SIDE(S) OF BUILDING WITH AWM CLAD + FIBERGLAS INSERTS IN ORIGINAL OPENINGS - NO STRUCTURAL CHANGES.</u>		
Contractor's name: <u>WILLOW LEDGE BUILDERS</u> Address: <u>P.O. BOX 859 (MAIN STREET)</u> City, State & Zip <u>YARMOUTH, ME 04096</u> Telephone: <u>846-6944</u> Who should we contact when the permit is ready: <u>L.S. ALLEN, JR.</u> Telephone: <u>829-3893</u> Mailing address: <u>277 TUTTLE ROAD, CUMBERLAND CTR., ME 04021-4118</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature:

Laurence Allen, Jr. Sept 30, 2008

This is not a permit; you may not commence ANY work until the permit is issue

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-1228	Date Applied For: 09/30/2008	CBL: 044 A005001
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Location of Construction: 127 YORK ST	Owner Name: NICHOLS LULU FERNE	Owner Address: 277 TUTTLE RD	Phone:
Business Name:	Contractor Name: Willow Ledge Builders/ Michael	Contractor Address: PO Box 859 Yarmouth	Phone (207) 846-6944
Lessee/Buyer's Name	Phone:	Permit Type: Replacement windows	

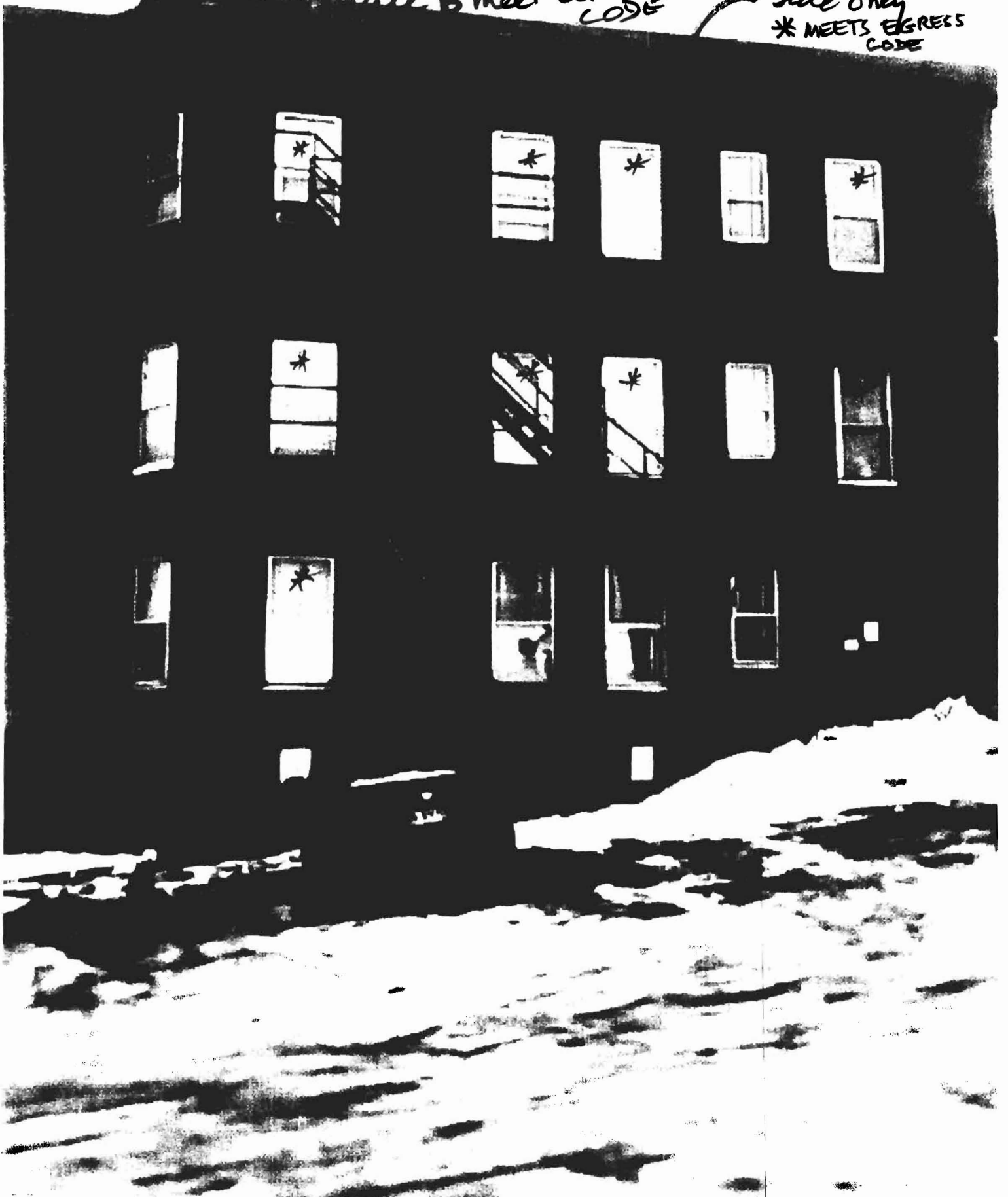
Proposed Use: 12 unit residential - Replacing 23 windows with alum clad inserts in original openngs no structural changes	Proposed Project Description: Replacing 23 windows with alum clad inserts in original openngs no structural changes
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 10/01/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals. 3) This property shall remain a twelve (12) family dwelling. Any change of use shall require a separate permit application for review and approval. 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. 			
Dept: Building	Status: Approved with Conditions	Reviewer: Tom Markley	Approval Date: 10/03/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work. 			

3 each Side
of The Building

3 each Side
of The Building
wall & meet EGRESS
CODE

Parking lot
Side only
* MEETS EGRESS
CODE



127-129 YORK STREET, PORTLAND, ME

CONTACT: L. S. ALLEN, JR., CONSERVATOR

The Marvin Window Store by Hancock Lumber
341 Marginal Way
Portland, Maine 04101
(207) 874-0852 Fax: (207) 775-2850
Sales Person: Guy R. Doyon CSI, CDT
gdoyon@hancocklumber.com
www.hancocklumber.com

**THE
MARVIN**

by **HANCOCK LUMBER**

September 17, 2008

L.F. NICHOLS
c/o L.S. Allen, Jr., Conservator
277 tuttle road
Cumberland Center, ME 04021-4118
Home: (207) 829-3893

Project: 127-129 YORK STREET
PORTLAND, ME

MATERIALS & LABOR PROPOSAL

The Marvin Window Store by Hancock Lumber proposes to furnish all labor and material necessary for the improvements located at the above address according to the following specifications:

Scope of Work to be Performed

The Marvin Window Store by Hancock Lumber (Contractor) will provide Labor and Materials to remove and replace the existing wood windows. This process will also include the removal of the exterior aluminum storm windows. Contractor will properly dispose/recycle all debris when work is completed. All related weight pockets will be insulated with fiberglass and/or low expanding foam (Contractor's choice). Openings will be prepared for new insert window which will require the repair of all window sills as well as some repairs of subsills and window jambs. After frame repairs are made then existing frames will be sealed against water infiltration with high quality sealant and flexible flashing (Vycor) and new units will be installed square into the existing frames. On the Exterior of each unit Contractor will be applying factory supplied aluminum cladding from the new window to the brick. This joint between the brick and the newly installed aluminum casings and sills will be sealed with colormatched silicone sealant. Existing interior blind stops will be re-applied to complete the installation of each unit to the interior. (Note: Old interior stops are re-applied whenever possible to lessen the need for touch up painting.)

Homeowner will have all window treatments removed from windows prior to installation as well as move as much furniture as is necessary to allow access to windows for installation. Approximately 3-4 feet in front of each window unit is sufficient. Failure to do this will

result in a change order to the agreed work for additional labor to perform these tasks at a rate no less than \$65 per manhour.

GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW

Manufacturer: Marvin

Product Line: Clad Pine

Glass: Low E II w/ Argon

Grille/Divided Lite Bar Type: 7/8" Simulated Divided Light w/Spacer Bar

Interior Finish: Bare Wood

Exterior Finish: Medium Bronze Aluminum Clad

Interior Casing: no changes

Exterior Casing: Aluminum Clad Kinsley Casing w/Field Applied Sill
Panning

Jamb Depth: 3-1/4"

Screen: Half Screen

Screen Color: Medium Bronze

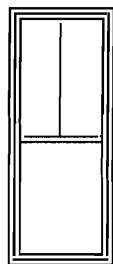
Screen Material: Charcoal Fiberglass Mesh

Jambliner Color: Beige

Window Hardware: Satin Taupe (standard)

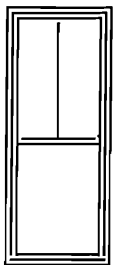
U FACTOR: 0.29 ALL

Item#: 1 Location: 127 #1 music room Qty: 1



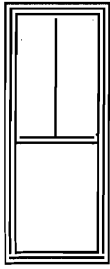
Clad insert double hung; Inside opening: 27 1/4" x 64 3/8"; First sash: glass size 21 9/16" x 28 15/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 15/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 2 Location: 127 #2 office Qty: 1



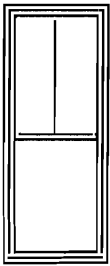
Clad insert double hung; Inside opening: 27 1/4" x 64 1/2"; First sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 3 Location: 127 #3 bedroom Qty: 1



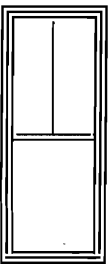
Clad insert double hung; Inside opening: 27 1/4" x 64 1/2"; First sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 4 Location: 129 #1 office Qty: 1



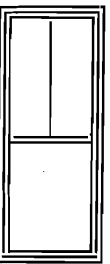
Clad insert double hung; Inside opening: 27 1/4" x 64 3/8"; First sash: glass size 21 9/16" x 28 15/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 15/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 5 Location: 129 #2 bedroom Qty: 1



Clad insert double hung; Inside opening: 27 1/4" x 64 7/16"; First sash: glass size 21 9/16" x 28 1/2", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 1/2", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 6 Location: 129 #3 bedroom Qty: 1



Clad insert double hung; Inside opening: 27 1/4" x 64 1/2"; First sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – special lite cut 2 wide x 1 high: bronze clad exterior – bare wood, pine int.; Second sash: glass size 21 9/16" x 28 17/32", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Unit will be built with 8 degree frame bevel; Satin taupe sash lock; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Bare pine interior; Bronze clad exterior, exterior.

Item#: 7 Location: variation 3 filler Qty: 2

For heads: clad clad extrusions, 12 ft. 38320, bronze.

Item#: 8 Location: sill frame expanders Qty: 2

18601080 a110 2" frame expander – 150" – bz.

1/4" = 1' 0" - All drawings are exterior views.

Item#: 9 Location: rtop kinsley casing Qty: 2

Clad clad extrusions; A1447, round top#op, kinsley, casing, 200".

Item#: 10 Location: KINSLEY CASING Qty: 6

Clad clad extrusions; Kinsley, casing, 200" a1441.

Item#: 11 Qty: 6

LIFT RENTAL PER DAY.

Item#: 12 Qty: 6

SILL REPAIR MATERIALS.

Item#: 13 Qty: 8

CONNECTING BARB FOR KINSLEY CASING 12'.

General Installation Conditions and Provisions

STANDARD INSERT REPLACEMENT INCLUDES:

- Removal of old unit and storm window
- Prepare/repair old opening for new insert
- Wrap window sills with medium bronze painted aluminum from Marvin
- Set, level, plumb and shim unit as necessary
- Insulate around perimeter of unit
- Re-install interior stops
- Apply exterior casings & seal unit to masonry
- Disposal of debris

CLEANING: Contractor shall keep the premises free from accumulation of waste material and trash. Job site will be kept broom clean on a daily basis. Upon completion of the work, we will remove all trash and waste material from the premises associated with the construction.

WORKMANSHIP: All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job.

HAZARDOUS MATERIALS: The discovery and/or removal or testing of any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from this scope of work. Contractor reserves the right to stop work until such materials are removed.

Contractor has made no investigation to determine whether there is radon gas, lead, asbestos and/or any other environmental pollutants or health hazards in the home or affecting the premises. Contractor disclaims any representation or warranty as to the presence or lack of radon, lead, asbestos and/or any hazardous environmental or health condition, or as to the effect or radon, lead, asbestos and/or any such condition on the premises or residents, before or after completion of all work done pursuant to this contract.

UNFORESEEN CONDITIONS: All hidden, concealed or unforeseen conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a change order to the work.

SITE: The owner is to provide access as necessary to the construction supervisor. The owner is to provide a bathroom facility for the workers. Contractor shall not be held responsible for non-negligent damage to driveways, walks, lawns, shrubs or vegetation that may be caused by normal movement of man or material.

1/4" = 1' 0" - All drawings are exterior views.

ESTIMATED TIME OF START & COMPLETION: The approximate start date for this project is 8-10 weeks from the date the Marvin Window Store by Hancock Lumber is authorized to place the order for the windows and/or doors. The approximate time of substantial completion on this project is 10 days after construction begins. These starting and completion dates are subject to product delivery dates from factory, weather conditions and field changes.

INSURANCE: Contractor shall carry insurance for the entire time of construction including worker's compensation, property damage and public liability insurance as required by the state.

WARRANTY INFORMATION: Contractor guarantees all labor for a period of one year and all factory material as specified by the manufacturer.

DISPUTE RESOLUTION: All claims arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration in accordance with the rules and procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen.

CONTRACTOR RIGHT OF RESCISSION: This contract is subject to field verification. Contractor reserves the right to cancel this agreement within 10 business days of acceptance.

EXCLUSIONS: Unless otherwise specified, the following are NOT INCLUDED in this contract:

- Building & other required permits
- Interior and Exterior Painting
- Filling of nail holes
- Removal or installation of window treatments
- Moving of Furniture
- Washing of windows

TERMS AND CONDITIONS

1. **GOVERNING TERMS AND CONDITIONS.** Hancock's prices are based on these terms and conditions of sale. This document, together with any additional writings signed by Hancock, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parole evidence, Buyer's purchase order, any course of dealing, Hancock's performance or delivery, or in any other way except in writing signed by Hancock through its authorized representative. These terms and conditions are intended to cover all activity of Hancock and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Any reference made herein to Buyer's specifications, work requirements, or similar requirements is made only to describe the products and work covered thereby, and no warranties or other terms therein shall have any force or effect. Both acceptance by the Buyer and Hancock's obligations hereunder are expressly conditional on Buyer's assent to these terms and conditions. Hancock objects to any terms that are different from, or additional to, these terms and conditions.

2. **RISK OF LOSS AND TITLE.** Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of the products to the F.O.B. point. Hancock, however, retains title, for security purposes only, to all products and work until it has received payment in full in cash. Hancock may, at its option, repossess its products or work upon Buyer's default in payment or other obligations hereunder, and may charge Buyer with any deficiency.

3. **TAXES.** All federal, state, and local taxes imposed on the sale or use of any products or work, or the furnishing of any service, and all other similar taxes shall be charged to and paid by Buyer, regardless of whether any other document relating to this transaction addresses, or fails to address, the subject of taxes. Hancock may accept a valid exemption certificate from Buyer, if applicable, but if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, and Hancock is required to pay the tax covered by such exemption certificate, Buyer agrees to reimburse Hancock for the taxes paid.

4. **PERFORMANCE, INSPECTION, AND ACCEPTANCE.** Buyer shall finally inspect and accept all products within ten (10) days after arrival at point of delivery, and Buyer shall inspect and approve all work by Hancock within ten (10) days after Hancock completes that work. All claims by Buyer (including claims for shortages) which a reasonable inspection would reveal must be asserted in writing by Buyer within said Ten (10) day period. Failure of

Buyer to give such timely notice of defect, non-conformity, or other claim shall result in waiver and release of such claim and final acceptance of the product or work.

5. **EVENTS BEYOND HANCOCK'S CONTROL.** Hancock shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or due to fire, flood, strike, or other labor difficulty, act of God, any governmental authority, or transportation difficulties, delays in usual sources of supply and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

6. **WARRANTY AND LIMITATION OF LIABILITY AND REMEDY.**

A. Hancock warrants that products of its own manufacture, when shipped, will be of good quality, will be free of defects in material and workmanship, and will conform to applicable specifications, and Hancock warrants that the work it performs will meet applicable work requirements. Hancock makes no warranty with respect to products not manufactured by Hancock, or work performed by others than Hancock, but Hancock will assign to Buyer, upon request at the time of sale, whatever warranty Hancock has received from manufacturers or other providers of work. In no event will Hancock be responsible for damages, if any, caused by improper handling, storage, application, or use of products or work after Hancock ceases to have custody, possession, or control thereof, including without limitation failure to keep products or work dry and safe from environments that create or promote the development or growth of mold. Any Hancock recommendations with respect to the handling, storage, application, or use of the products or work are advisory only and are not warranted. All claims under this warranty must be made in writing immediately after discovery of any breach thereof and, in any event, within the earlier of the following dates: (1) twelve(12) months from the date of delivery of those products that are subject to the claim or, in case of work, within twelve (12) months after the last date of those items of work that are subject of the claim or (2) within fifteen (15) months of the date of invoice for the products or work in question. Product or work which is the subject of the warranty claim must be held for Hancock's inspection. **THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS.**

B. Upon Buyer's submission of a claim, as provided above, and reasonable substantiation of the claim by Hancock, Hancock shall at its option either, (i) repair or replace its products or work at the original F.O.B. point or, at Hancock's option, the location of the products or work, or (ii) refund an equitable portion of the purchase price. If Hancock elects to repair or replace its products or work, such repair and replacement shall include repair or replacement of the product itself or the work itself, and shall not include the cost of removing the products or work from the location in which they have been installed, or the cost of reinstalling them. In no event shall Hancock be liable for more than the total purchase price of the product or work.

C. **THE FOREGOING IS HANCOCK'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST HANCOCK FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY ACTION HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES MUST BE COMMENCED WITHIN ONE(1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED.**

7. **SHOP DRAWINGS.** Any shop drawings furnished by Hancock to Buyer must be approved as to all dimensions, details and sections in writing by Buyer before manufacturing will begin, and Buyer assumes responsibility for any discrepancies or errors in the drawings so approved. Drawings shall be deemed approved if Buyer does not comment on them within 10 days of receipt.

8. **GOVERNING LAW.** Any dispute regarding this agreement or transaction, or related thereto, shall be governed by the law of the State of Maine, without regard to conflict of law principles, including the Maine Prompt Payment Act.

9. **ARBITRATION.** Any dispute arising out of this agreement or transaction, or related thereto, will be decided under the Commercial Rules of American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Portland, Maine.

10. **ATTORNEY'S FEES AND COSTS.** If Hancock resorts to arbitration or litigation arising out of this agreement or transaction, or any dispute related thereto, either because Buyer has breached its obligations hereunder or under applicable law, or because Buyer has brought invalid claims against Hancock, Hancock shall be entitled to reasonable attorney's fees and costs. This right shall be in addition to, and not in limitation of, any right Hancock may have under applicable law, including the Maine Prompt Payment Act. Arbitration shall in no respect limit Hancock's rights and remedies under applicable mechanic's lien or similar laws.

THIS PROPOSAL IS VALID FOR 30 DAYS

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. Any changes or modifications to this contract must be in writing and signed by both parties. I understand Marvin windows are custom made to fit my project and cannot be cancelled or returned under any circumstances once the order has been placed. The Marvin Window Store is authorized to place the order as noted and specified above. Payments will be made as outlined above.

Accepted:

Lawrence S. Allen, Jr., for L. F. Nichols

Date

Guy R. Doyon CSI, CDT
Installed Replacement Sales Manager

Date

The Marvin Window Store by Hancock Lumber
341 Marginal Way
Portland, Maine 04101
(207) 874-0852 Fax: (207) 775-2850
Sales Person: Guy R. Doyon CSI, CDT
gdoyon@hancocklumber.com
www.hancocklumber.com

**THE
MARVIN**

by **HANCOCK LUMBER**

September 19, 2008

L.F. NICHOLS
c/o L.S. Allen Jr., Conservator
277 Tuttle Road
Cumberland Center, ME 04021-4118
Home: (207) 829-3893

Project: INFINITY Replacement Windows
127-129 York Street

MATERIALS & LABOR PROPOSAL

The Marvin Window Store by Hancock Lumber proposes to furnish all labor and material necessary for the improvements located at the above address according to the following specifications:

Scope of Work to be Performed

The Marvin Window Store by Hancock Lumber (Contractor) will remove the sashes and balance weights in the existing wood windows as well as the aluminum storm windows and install new all Ultrex windows by Marvin as detailed below. Contractor will properly dispose/recycle all debris when work is completed. All related weight pockets will be insulated with fiberglass and/or low expanding foam (Contractor's choice). Openings will be prepared for new insert window which will require the repair of all of the window sills as well as some repairs of window jambs. After frame repairs are made then existing frames will be sealed against water infiltration with high quality sealant and new units will be installed plumb and level. On the Exterior of each unit Contractor will be applying factory supplied aluminum cladding from the new window to the brick. This joint between the brick and the newly installed aluminum casings and sills will be sealed with colormatched silicone sealant. Existing interior blind stops will be re-applied to complete the installation of each unit to the interior. (Note: Old interior stops are re-applied whenever possible to lessen the need for touch up painting.)

Property Owner will have all window treatments removed from windows prior to installation as well as move as much furniture as is necessary to allow access to windows for installation. Failure to do this will result in a change order to the agreed work for additional labor to perform these tasks at a rate no less than \$65 per man per hour.

GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW

Manufacturer: Marvin

Product Line: Infinity

Glass: Low E II w/ Argon

Grille/Divided Lite Bar Type: 7/8" Simulated Divided Light w/Spacer Bar

Interior Finish: Everwood Pine Woodgrain

Exterior Finish: Bronze Ultrex

Interior Casing: no changes

Exterior Casing: ABS Flat Frame Expanders 3"

Jamb Depth: 3 - 1/4"

Screen: Half Screen

Screen Color: Bronze

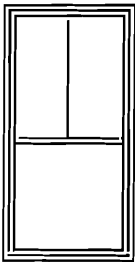
Screen Material: Charcoal Fiberglass Mesh

Jambliner Color: Beige

Window Hardware: Satin Taupe (standard)

U FACTOR: • 29 AU

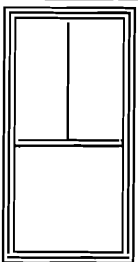
Item#: 1 Location: 127 #1 music room Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 5/8"; First sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 2 Location: 127 #2 office Qty: 1

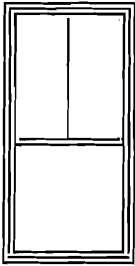


Infinity insert double hung; Inside opening: 33 5/8" x 64 1/2"; First sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

1/4" = 1' 0" - All drawings are exterior views.

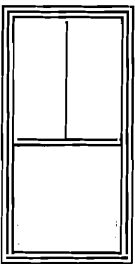
Item#: 3 Location: 127 #3 bedroom Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 1/2"; First sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

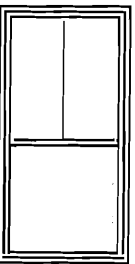
Item#: 4 Location: 129 #1 office Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 5/8"; First sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

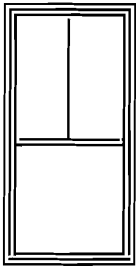
Item#: 5 Location: 129 #2 bedroom Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 1/2"; First sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 5/8", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

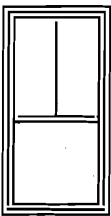
Item#: 6 Location: 129 #3 bedroom Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 3/4"; First sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

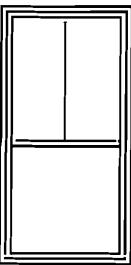
THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 7 Location: 127 #4 1st floor Qty: 1



Infinity insert double hung; Inside opening: 27 5/8" x 52 3/4"; First sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

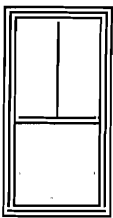
Item#: 8 Location: 127 #4 1st floor Qty: 2



Infinity insert double hung; Inside opening: 33 5/8" x 64 3/4"; First sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

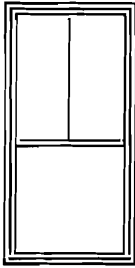
THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 9 Location: 127 #5-2nd floor left Qty: 1



Infinity insert double hung; Inside opening: 27 5/8" x 52 3/4"; First sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

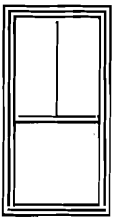
Item#: 10 Location: 127 #5 2nd floor Qty: 2



Infinity insert double hung; Inside opening: 33 5/8" x 64 3/4"; First sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

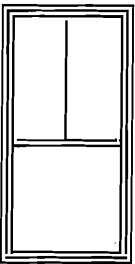
THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 11 Location: 127 #6-3rd floor middle left Qty: 1



Infinity insert double hung; Inside opening: 27 5/8" x 52 3/4"; First sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 23 1/8" x 23 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

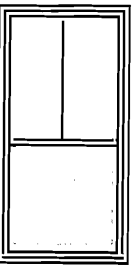
Item#: 12 Location: 127 #6 2nd floor Qty: 3



Infinity insert double hung; Inside opening: 33 5/8" x 64 3/4"; First sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 3/4", insulated glass – 1 lite, low E II glass with argon gas; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 13 Location: 127 2nd floor hall Qty: 1



Infinity insert double hung; Inside opening: 33 5/8" x 64 5/8"; First sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, tempered low E II glass with argon, 7/8" rectangular simulated divided lite with spacer bar – lite cut 2 wide x 1 high: bronze ext. – everwood pine interior; Second sash: glass size 29 1/8" x 29 11/16", insulated glass – 1 lite, tempered low E II glass with argon; Existing sill angle is 8 degrees; Satin taupe sash lock; Satin taupe sash lift; Half screen: bronze frame, charcoal fiberglass mesh; 3 1/4" jamb depth; Everwood pine interior; Bronze exterior.

THIS WINDOW MEETS NATIONAL EGRESS CODE REQUIREMENTS. NET CLEAR OPENING IS 844 SQUARE INCHES, 30.556 WIDE X 27.63 HIGH.

Item#: 14 Location: COLORMATCH SEALANT Qty: 1

11407098 silicone – case – 20 tubes – bronze.

Item#: 15 Location: SILL WRAPPING STOCK Qty: 2

15221312 coil stock 18" x 50' – bz/bn.

Item#: 16 Location: frame expanders 3" Qty: 34

401327 v1727 abs 3" frame expander 150", bz.

Item#: 17 Qty: 17

SILL REPAIR MATERIALS.

General Installation Conditions and Provisions

STANDARD INSERT REPLACEMENT INCLUDES:

- Removal of old sashes and weights as well as storm window
- Repair/Replace existing wood sills
- Prepare old opening for new insert
- Insulate Weight pockets
- Set, level, plumb and shim new unit as necessary
- Insulate around perimeter of new unit
- Re-install interior stops
- Disposal of debris

CLEANING: Contractor shall keep the premises free from accumulation of waste material and trash. Job site will be kept broom clean on a daily basis. Upon completion of the work, we will remove all trash and waste material from the premises associated with the construction.

WORKMANSHIP: All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job.

HAZARDOUS MATERIALS: The discovery and/or removal or testing of any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from this scope of work. Contractor reserves the right to stop work until such materials are removed.

Contractor has made no investigation to determine whether there is radon gas, lead, asbestos and/or any other environmental pollutants or health hazards in the home or affecting the premises. Contractor disclaims any representation or warranty as to the presence or lack of radon, lead, asbestos and/or any hazardous environmental or health condition, or as to the effect or radon, lead, asbestos and/or any such condition on the premises or residents, before or after completion of all work done pursuant to this contract.

UNFORESEEN CONDITIONS: All hidden, concealed or unforeseen conditions, including code violations, that must be repaired, corrected, replaced, or overcome, shall result in a change order to the work.

SITE: The owner is to provide access as necessary to the construction supervisor. The owner is to provide a bathroom facility for the workers. Contractor shall not be held responsible for non-negligent damage to driveways, walks, lawns, shrubs or vegetation that may be caused by normal movement of man or material.

ESTIMATED TIME OF START & COMPLETION: The approximate start date for this project is 10-12 weeks from the date the Marvin Window Store by Hancock Lumber is authorized to place the order for the windows and/or doors. An earlier start date for the Infinity All Ultrex units is possible at 6-8 weeks. The total approximate time of substantial

1/4" = 1' 0" - All drawings are exterior views.

completion on this project is 11-13 days after construction begins. These starting and completion dates are subject to product delivery dates from factory, weather conditions and field changes.

INSURANCE: Contractor shall carry insurance for the entire time of construction including worker's compensation, property damage and public liability insurance as required by the state.

WARRANTY INFORMATION: Contractor guarantees all labor for a period of one year and all factory material as specified by the manufacturer.

DISPUTE RESOLUTION: All claims arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration in accordance with the rules and procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen.

CONTRACTOR RIGHT OF RECISION: This contract is subject to field verification. Contractor reserves the right to cancel this agreement within 10 business days of acceptance.

EXCLUSIONS: Unless otherwise specified, the following are NOT INCLUDED in this contract:

- Building permits
- Interior and Exterior Painting
- Filling of nail holes
- Removal or re-installation of window treatments
- Moving of Furniture
- Washing of windows

TERMS AND CONDITIONS

1. **GOVERNING TERMS AND CONDITIONS.** Hancock's prices are based on these terms and conditions of sale. This document, together with any additional writings signed by Hancock, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parole evidence, Buyer's purchase order, any course of dealing, Hancock's performance or delivery, or in any other way except in writing signed by Hancock through its authorized representative. These terms and conditions are intended to cover all activity of Hancock and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Any reference made herein to Buyer's specifications, work requirements, or similar requirements is made only to describe the products and work covered thereby, and no warranties or other terms therein shall have any force or effect. Both acceptance by the Buyer and Hancock's obligations hereunder are expressly conditional on Buyer's assent to these terms and conditions. Hancock objects to any terms that are different from, or additional to, these terms and conditions.

2. **RISK OF LOSS AND TITLE.** Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of the products to the F.O.B. point. Hancock, however, retains title, for security purposes only, to all products and work until it has received payment in full in cash. Hancock may, at its option, repossess its products or work upon Buyer's default in payment or other obligations hereunder, and may charge Buyer with any deficiency.

3. **TAXES.** All federal, state, and local taxes imposed on the sale or use of any products or work, or the furnishing of any service, and all other similar taxes shall be charged to and paid by Buyer, regardless of whether any other document relating to this transaction addresses, or fails to address, the subject of taxes. Hancock may accept a valid exemption certificate from Buyer, if applicable, but if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, and Hancock is required to pay the tax covered by such exemption certificate, Buyer agrees to reimburse Hancock for the taxes paid.

4. **PERFORMANCE, INSPECTION, AND ACCEPTANCE.** Buyer shall finally inspect and accept all products within ten (10) days after arrival at point of delivery, and Buyer shall inspect and approve all work by Hancock within ten (10) days after Hancock completes that work. All claims by Buyer (including claims for shortages) which a reasonable inspection would reveal must be asserted in writing by Buyer within said Ten (10) day period. Failure of Buyer to give such timely notice of defect, non-conformity, or other claim shall result in waiver and release of such claim and final acceptance of the product or work.

5. **EVENTS BEYOND HANCOCK'S CONTROL.** Hancock shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or due to fire, flood, strike, or other labor difficulty, act of God, any governmental authority, or transportation difficulties, delays in usual sources of supply and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

6. WARRANTY AND LIMITATION OF LIABILITY AND REMEDY.

A. Hancock warrants that products of its own manufacture, when shipped, will be of good quality, will be free of defects in material and workmanship, and will conform to applicable specifications, and Hancock warrants that the work it performs will meet applicable work requirements. Hancock makes no warranty with respect to products not manufactured by Hancock, or work performed by others than Hancock, but Hancock will assign to Buyer, upon request at the time of sale, whatever warranty Hancock has received from manufacturers or other providers of work. In no event will Hancock be responsible for damages, if any, caused by improper handling, storage, application, or use of products or work after Hancock ceases to have custody, possession, or control thereof, including without limitation failure to keep products or work dry and safe from environments that create or promote the development or growth of mold. Any Hancock recommendations with respect to the handling, storage, application, or use of the products or work are advisory only and are not warranted. All claims under this warranty must be made in writing immediately after discovery of any breach thereof and, in any event, within the earlier of the following dates: (1) twelve(12) months from the date of delivery of those products that are subject to the claim or, in case of work, within twelve (12) months after the last date of those items of work that are subject of the claim or (2) within fifteen (15) months of the date of invoice for the products or work in question. Product or work which is the subject of the warranty claim must be held for Hancock's inspection. **THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS.**

B. Upon Buyer's submission of a claim, as provided above, and reasonable substantiation of the claim by Hancock, Hancock shall at its option either, (i) repair or replace its products or work at the original F.O.B. point or, at Hancock's option, the location of the products or work, or (ii) refund an equitable portion of the purchase price. If Hancock elects to repair or replace its products or work, such repair and replacement shall include repair or replacement of the product itself or the work itself, and shall not include the cost of removing the products or work from the location in which they have been installed, or the cost of reinstalling them. In no event shall Hancock be liable for more than the total purchase price of the product or work.

C. **THE FOREGOING IS HANCOCK'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST HANCOCK FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY ACTION HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES MUST BE COMMENCED WITHIN ONE(1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED.**

7. **SHOP DRAWINGS.** Any shop drawings furnished by Hancock to Buyer must be approved as to all dimensions, details and sections in writing by Buyer before manufacturing will begin, and Buyer assumes responsibility for any discrepancies or errors in the drawings so approved. Drawings shall be deemed approved if Buyer does not comment on them within 10 days of receipt.

8. **GOVERNING LAW.** Any dispute regarding this agreement or transaction, or related thereto, shall be governed by the law of the State of Maine, without regard to conflict of law principles, including the Maine Prompt Payment Act.

9. **ARBITRATION.** Any dispute arising out of this agreement or transaction, or related thereto, will be decided under the Commercial Rules of American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Portland, Maine.

10. **ATTORNEY'S FEES AND COSTS.** If Hancock resorts to arbitration or litigation arising out of this agreement or transaction, or any dispute related thereto, either because Buyer has breached its obligations hereunder or under applicable law, or because Buyer has brought invalid claims against Hancock, Hancock shall be entitled to reasonable attorney's fees and costs. This right shall be in addition to, and not in limitation of, any right Hancock may have under applicable law, including the Maine Prompt Payment Act. Arbitration shall in no respect limit Hancock's rights and remedies under applicable mechanic's lien or similar laws.

THIS PROPOSAL IS VALID FOR 30 DAYS

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. Any changes or modifications to this contract must be in writing and signed by both parties. I understand Marvin windows are custom made to fit my home and cannot be cancelled or returned under any circumstances once the order has been placed. The Marvin Window Store is authorized to place the order as noted and specified above. Payments will be made as outlined above.

Please note: Marvin's PVD Brass & PVD Satin Nickel door hardware finishes are the only exterior hardware finishes warranted by Marvin in Coastal applications.

Accepted:

Lawrence S. Allen, Jr., for L.F. Nichols

Date

Guy R. Doyon CSI, CDT
Installed Replacement Sales Manager

Date