


Massachusetts Department of Public Safety
 Board of Building Regulations and Standards
 License: **08-089853**
 Construction Supervisor
WILLIAM R NICHOLS
 57 PEABREE RD
 HAVERHILL MA 01830



W R Nichols
 Commissioner

Expiration:
 10/26/2019

The Commonwealth of Massachusetts

Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR

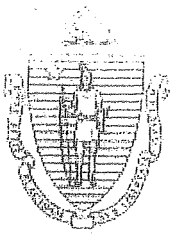
TYPE: Supplement Card

Registration	Expiration
183279	09/23/2019

NEW ENGLAND WINDOW & DOOR, LLC.
 D/B/A PELLA WINDOWS & DOORS

WILLIAM NICHOLS
 45 FONDI ROAD
 HAVERHILL, MA 01832

[Signature]
 Undersecretary



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
 Applicant Information Please Print Legibly

Name (Business/Organization/Individual): PELLA WINDOW + DOOR

Address: 45 FONOE RD

City/State/Zip: HAVERHILL MA 01832 Phone #: 978-265-7255

Are you an employer? Check the appropriate box: 1. <input checked="" type="checkbox"/> I am a employer with <u>25</u> employees (full and/or part-time).* 2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.] 3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] † 4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡ 5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]		Type of project (required): 6. <input type="checkbox"/> New construction 7. <input checked="" type="checkbox"/> Remodeling 8. <input type="checkbox"/> Demolition 9. <input type="checkbox"/> Building addition 10. <input type="checkbox"/> Electrical repairs or additions 11. <input type="checkbox"/> Plumbing repairs or additions 12. <input type="checkbox"/> Roof repairs 13. <input type="checkbox"/> Other _____
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* Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: NH EMPLOYERS INS CO

Policy # or Self-ins. Lic. #: 8007024 Expiration Date: 7-1-18

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date). Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 8-09-17

Phone #: 978-265-7255 9-23-17

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
 6. Other _____

Contact Person: _____ Phone #: _____

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellaweb support@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellaweb support@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS VEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to milled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Project Checklist Review (Installed Orders Only)

Before the Installation the Homeowner agrees to do the following:

- Obtain Condo Association Approval
- Obtain Historic Approval
- Remove existing shutters and awnings
- Remove air conditioners
- Remove existing shades, drapes, window treatments, wall hangings, and personal belongings
- Move furniture at least 3 feet away from work area
- Tie or cut back trees, bushes and shrubs in the work area
- Arrange to have alarm system and doorbells disconnected

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer: Frank Lee

Project Name: Lee, Frank 1923205

Order Number: 741BK0066

Quote Number: 9175920

Arrange to have any plumbing and electrical repairs or changes made by appropriate licensed contractor
Provide a door handle and lockset for entry door if Pella handle and lockset is not purchased.

Before the Installation Pella agrees to do the following:

Obtain Building Permit (When required)
Prefinish products when purchased in contract

During the Installation the Homeowner agrees to do the following:

Keep pets safely away from work area
Keep children safely away from work area
Allow Pella Installer room to work safely within your home

During the Installation Pella agrees to do the following:

Deliver and unload products purchased per contract
Place and remove drop cloths in work area then vacuum, and remove all debris at end of day
Remove existing product, including storm windows, and dispose of it unless otherwise specified
Install all products using method specified in contract per Pella Installation Instructions
Replace interior and/or exterior trim only if purchased
If Purchased, install exterior primed pine wood trim or Composite. Composite will be unfinished.
If Purchased, install interior trim matching wood window finish or White trim for Impervia and Encompass
Install non-Pella entry door lockset provided by you. Pella is not responsible for it's quality or performance

After the Installation the Homeowner agrees to do the following:

Be available for completion and sign off to verify all products purchased are in working order
Reinstall existing shutters and awnings
Re-install existing shades, drapes, window treatments, wall hangings, and reposition furniture
Arrange to have alarm system and doorbells reinstalled
Reinstall air conditioners
Remove stickers from product and save for energy rebate and tax purposes
Wash all interior & exterior glass surfaces
Fill nail holes and joints on interior trim if windows are to be stained (after staining)
Clean up exterior casing issues due to storm window removal if full wrap or new exterior trim is not purchased

FL Project Checklist has been reviewed
Customer Initial

Product Only Addendum has been reviewed
Customer Initial

Credit Card Account #: Last 4 Digits

4 7 8 7

Expiration Date:

03 / 18

Customer: Frank Lee

Project Name: Lee, Frank, 1923205

Order Number: 741BK0066

Quote Number: 9175920

Charge final payment to same account
(Upon substantial completion)

Customer initial

Project Checklist has been reviewed

Bun Killam

FRANK T LEE
(Please print)

Pella Sales Rep Name
(Please print)

Frank T. Lee
Customer Signature

Bun Killam
Pella Sales Rep Signature

2/13/17
Date

2/13/17
Date

Frank T. Lee
Credit Card Approval Signature

Order Totals	
Taxable Subtotal	\$10,943.78
Sales Tax @ 5.5%	\$601.91
Non-taxable Subtotal	\$5,603.20
Total	\$17,148.89
Deposit Received	\$0.00
Amount Due	\$17,148.89

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PELLA WINDOWS AND DOORS CONTRACT

1. TERMS AND CONDITIONS

These Terms and Conditions are an integral part of the contract set forth on the Product Order (the "Contract") between New England Window and Door LLC dba Pella Windows & Doors, Inc. ("Pella") and the person(s) identified on the Product Order ("Owner") to supply the products (the "Products"), and perform the work (the "Work") described or referred to in such Contract. For Product Only purchases, a signed "Product Only Addendum" is a required part of the contract.

2. OWNER

Pella is not responsible for any existing security systems. Owner shall remove all shades, verticals, blinds, curtains, drapes or window mounted air conditioners, prior to the installation of the Products. Pella's installers are not responsible for the removal or installation of these types of items. Pella is not responsible for pre-existing window coverings fitting on newly installed Pella windows.

The Owner shall provide complete access to the work site between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Friday) for Pella's installers to deliver the Products and perform the Work.

3. PELLA

Pella will be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Pella will be responsible for the Work of its Pella Contractors who will install the Products.

Unless provided otherwise in the Work description, Pella will provide and pay for all labor, materials, equipment, tools and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

The materials and equipment furnished under the Contract will be good quality and new unless otherwise required or permitted, the Work will be free from defects not inherent in the quality required or permitted, and the Work conform with the requirements of this Contract. Pella shall not be responsible for damages or defects caused by abuse, modifications not executed by Pella, improper or insufficient maintenance, improper operation or normal wear and tear. Pella will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work.

4. CHANGES

The Owner may order in writing changes in the Work consisting of additions, deletions, or modifications ("Change Order"). Any Change Order shall include an adjustment to the Price and the Substantial Completion Date, as determined by Pella. Pella reserves the right to approve or disapprove any Change Order and any such Change Order must be signed by both Owner and Pella to be effective.

5. SUBSTANTIAL COMPLETION

Owner understands and agrees that the Substantial Completion Date is an estimate only and that the actual date on which the Work is completed may be extended to allow for Change Orders requested by Owner or if the time to complete the Work is affected by conduct of the Owner, weather, labor disputes, availability of subcontractors, acts of God, fire or other causes reasonably beyond Pella's control. If for any reason the Work is not fully completed by the Substantial Completion Date (including any extensions contemplated above), but is substantially completed by such date, i.e., the Product has been installed, but minor parts or components are missing or need to be replaced or repaired, a hold back proportionate to the cost of remaining parts or work to be completed is acceptable. However, the holdback will not exceed the amount of the completion costs or 10 % of the remaining unpaid balance of the Price, whichever is less.

6. FINANCING

If payment of the Price is financed with a financial institution through Pella, all financing paperwork must be completed upon signing of this Contract and the requisite approvals and authorizations for the full amount of the requested financing shall have been received from the financial institution.

7. PAYMENTS

Pella shall be entitled to stop the Work upon written notice to Owner for any material default or failure by Owner, including but not limited to, the Owner's failure to pay Pella the amount due within seven days after the date payment is due.

8. CORRECTION OF WORK

Pella shall correct installation Work not in conformance with the requirements of the Contract, if notified in writing by the Owner within two years after the Completion Date or, if earlier, the date on which the Work is substantially completed and payment of the Purchase Price made subject to a holdback as provided above. Correction of Work as herein provided shall be Owner's sole remedy for defective workmanship, and is provided in lieu of any and all other remedies. Pella's obligation to correct Work is conditioned on Pella's prior receipt of all payments then due.

9. LIMITED PRODUCT WARRANTY

Pella shall warrant all Pella products, but only in accordance with the Pella Windows & Doors Limited Warranty. THIS LIMITED WARRANTY SHALL BE THE SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND PELLA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

10. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL PELLA BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER FORESEEN OR UNFORESEEN.

11. HOME IMPROVEMENT CONTRACTORS

All home improvement contractors and subcontractors shall be registered with the director of the Home Improvement Contractor Registration Program administered by the Board of Building Regulations and Standards. Pella and any of its subcontractors identified in this agreement have been registered. Any inquires about Pella or any of its subcontractors relating to registration should be directed to: Director, Home Improvement Contractor Registration, 10 Park Plaza, Room 5170, Boston, MA, 02116, 617-973-8787, 888-283-3757 or visit the HIC website at <http://www.mass.gov/ocabar/>

12. PERMITS (MA customers only)

Pella is obligated to and will obtain the following permits for this project: Building. Homeowners who secure their own permits will be excluded from the guaranty fund provisions of Massachusetts General Laws, chapter 142A.


In addition to the rights and warranties enumerated in this agreement, you may have additional rights under Massachusetts General Laws, chapter 142A and 780 Code of Massachusetts Regulations R6.

13. NOTICE OF CANCELLATION

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement.

See the attached Notice of Cancellation for an explanation of this right.

Do not sign this contract if there are any blank spaces.



Customer signature

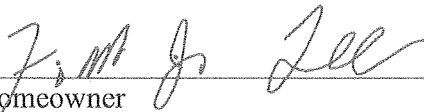
Date 2/10/17

DISPUTES

THE CONTRACTOR AND THE HOMEOWNER HEREBY MUTUALLY AGREE IN ADVANCE THAT IN THE EVENT PELLA HAS A DISPUTE CONCERNING THIS CONTRACT, PELLA MAY SUBMIT SUCH DISPUTE TO A PRIVATE ARBITRATION SERVICE WHICH HAS BEEN APPROVED BY THE SECRETARY OF THE EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATIONS AND THE CONSUMER SHALL BE REQUIRED TO SUBMIT TO SUCH ARBITRATION AS PROVIDED IN M.G.L.c. 142A

Pella Windows & Doors

Contractor



Homeowner

NOTICE: THE SIGNATURE OF THE PARTIES ABOVE APPLY ONLY TO THE AGREEMENT OF THE PARTIES TO ALTERNATIVE DISPUTE SETTLEMENT INITIATED BY THE CONTRACTOR. THE OWNER MAY INITIATE ALTERNATIVE DISPUTE RESOLUTION EVEN WHERE THIS SECTION IS NOT SEPARATELY SIGNED BY THE PARTIES.

NOTICE OF CANCELLATION

Date of transaction:

7/13/17

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

Pella Windows and Doors, at 45 Fondi Rd., Haverhill, MA 01832

not later than midnight of 7/16/17 (three business days from the date of transaction above).

I hereby cancel this transaction.

(Date)

(Buyer's signature)