

PGT Innovations, Inc.
Terms and Conditions of Sale to Customers of CGI Windows and Doors,
CGI Commercial, Eze-Breeze, PGT Custom Windows and Doors, and WinDoor

The terms "we," "us," and "our" are used to refer to PGT Innovations, Inc. and its CGI Windows and Doors, CGI Commercial, Eze-Breeze, PGT Custom Windows and Doors, and WinDoor business divisions. The term "Product" is used to refer to products manufactured by any of those divisions. The terms "you," "your" and "yours" refer to the purchaser submitting an order to us. The term "Order" refers to a purchase order submitted by you to us.

1. Your Order is binding only when accepted by us by electronic acknowledgement, email or in writing, which is referred to in these terms and conditions as our "Acceptance". These terms and conditions are the only terms and conditions that apply to your Order. Our Acceptance of your Order is conditioned upon your agreement with these terms and conditions. We reject any terms and conditions in your Order, which are different from or additional to these terms and conditions or any changes to the Order after we have issued the Acceptance, unless approved by one of our authorized managers in writing or by e-mail.
2. Our price quotations are valid for thirty calendar days. Once we have issued an Acceptance of your Order and placed your Order into production, your Order may not be cancelled, and we have the right to receive full payment from you for that Order (i.e., not merely a recovery of our cost incurred for the work-in-process prior to you cancelling the Order).
3. You are responsible for carefully reviewing and verifying the accuracy of our Acceptance of your Order, including the quantities, sizes and types of Products; Product specifications, such as glass types and types of finishes; pick-up or delivery location and estimated pick-up or delivery dates. You must notify the sales representative assigned to your account or our customer service department within one business day after your receipt of our Acceptance if you believe our Acceptance of your Order contains any inaccurate information or terms.
4. We reserve the right to make partial shipments of your Order. You agree to accept all partial shipments, except for any portion of such shipments that contain defective or incorrect Products. We will issue separate invoices for each partial shipment, and you agree to pay those invoices on or prior to the due date.
5. For an Order that we have agreed to ship to a specified delivery destination and which is transported on a delivery vehicle driven by one of our employees, title and risk of loss for the Products covered by that Order transfers to you at the loading docks of that delivery destination.
6. For Orders picked-up at one of our facilities by you or any third-party carrier, regardless of who arranged for or hired that third-party carrier, title and risk of loss for the Products covered by that Order transfers to you when the Products are made available to you or that third party carrier at our facility. You are responsible for purchasing insurance to cover any loss, damage, destruction or theft of Products during transit, except where we have agreed to deliver the Products to you using one of our vehicles and drivers employed by us.

7. To understand our estimated lead time on filling any Order placed by you, check the Acceptance that we have issued for that Order, or contact our sales representative that is assigned to your account. Lead times vary depending on the types of Products ordered, the time of the year the Order for the Products is placed, any special requirements related to the Order or the Products, including shipping destinations, and many other factors. Any estimated lead times or pick-up or delivery dates provided by us for an Order will begin to run on the date that we issue the Acceptance of that Order.

8. We will use commercially reasonable efforts to deliver your Products to the agreed upon delivery destination by the estimated delivery date contained in our Acceptance of your Order, but we do not guarantee or promise that the Products will be delivered on that date and we will not be responsible for any charges, costs or damages of any kind incurred by you or others due to late deliveries, regardless of the reason for the late delivery. Similarly, we will use commercially reasonable efforts to have your Products available for pick-up at our facility by the estimated pick-up date contained in our Acceptance, where the Order is to be picked-up by you or a third party carrier, but we do not guarantee or promise that the Products will be available for pick-up on that date, and we will not be responsible for any charges, costs, or damages incurred by you or others due to a delayed pick-up date, regardless of the reason for the delay.

9. Any claim by you that you have a right to return Product to us, and/or receive a credit or refund for that Product, due to alleged Product defects, must be made by you to us by email or in writing no later than seven calendar days after the delivery of the Product to you (or seven calendar days after the product has been picked-up from our facility for Orders where we are not responsible for delivering the Product). In other words, you have seven calendar days to inspect and “reject” allegedly defective Products. You are not permitted to return any Product to us unless and until we issue you a written return authorization. Approved returns of Product to us must be accompanied by a copy of that return authorization.

10. Any claim by you for Product shortages or that we provided you Products you did not order, or provided you with the wrong quantity or types of Products must be made at the time of delivery or pick-up. Once you or your third party carrier or other representative signs the Product packing slip and/or bill of lading or any similar delivery confirmation documentation, we are not required to correct or remediate any such alleged delivery shortage or inaccuracy.

11. We have the right to change our prices and price lists at any time, without notice to you, except with respect to the Products covered by a purchase order acceptance issued by us that contains confirmed Product prices, but only with respect to the quantity of Products covered by that purchase order acceptance.

12. Taxes, duties, tariffs and other government charges or fees of all kind related to your order of Products from us (other than our income taxes and property taxes), and our shipment of Products to you, are borne by you, unless our acceptance of your purchase order expressly and unequivocally indicates that we will be responsible for those costs.

13. Freight costs are borne by you unless our Acceptance of your Order expressly states otherwise, such as where we have accepted or quoted you a “delivered price.” Freight charges may or may not be itemized on our Acceptance of your Order.

14. Our prices do not include costs for field testing, including water testing; testing for regulatory approval of special-order products that require unique engineering; shop drawings; special engineering needs or requests; special boxing, crating or other types of special packaging that are not our standard packaging for the Product you have ordered; special protective coatings or covers requested by you; mock-ups or samples; or installation materials and supplies. In the event that we agree to perform or provide any of those services or goods for you, additional charges may apply, at our discretion.

15. Unless we have previously approved a credit-terms arrangement with you in writing, our standard payment terms are as follows: one-half of the total amount we quoted to you for the Order must be paid to us within one business day after we issue the Acceptance for that Order, and the remaining one-half must be paid on the date that we deliver the Products covered by the Order to the agreed upon delivery destination, or where the Order was accepted as one that you would pick-up, the date that we make the Order available for pick-up at our facility. However, we reserve the right to vary your payment terms, or even to require payment in full before we deliver Products to you, or make the Products available for pick-up, in our discretion, depending on factors such as your creditworthiness, the performance and financial condition of your business, your payment history with us, and other factors that we consider relevant. Except where prohibited by law, if you use a credit card to make a payment due to us, we will charge you a surcharge to cover the transaction processing fees we incur as a result of your use of the credit card for that transaction.

16. You grant to us a security interest in the Products we sell to you, as well as all accessions thereto, for the purpose of securing both payment and performance of all of your obligations to us. That security interest is a purchase money security interest, and it will be effective, and be in full force and effect, until the purchase price for the Products, plus accrued interest owed, if any, has been indefeasibly paid in full in cash and you have fully performed any other obligations owed to us, at which time our security interest will be deemed satisfied. You will fully and reasonably cooperate with us, and provide such further assurances necessary, to perfect our security interest. You irrevocably authorize us to file, in all public offices as we deem necessary, and in your name such financing statements as we deem appropriate or necessary, describing the Products for which you have not fully paid us the purchase price owed, in order to perfect the security interest described in this paragraph.

17. We reserve the right to discontinue any Product, or to change the materials used in or other specifications for any Product, at any time without prior notice.

18. Our products are warranted in accordance with the limited warranty which is effective on the date of your Order. You are responsible for providing or causing your customer to provide to the end user/homeowner the original order information for the order covering the products at that residence or facility, such as the order number and dealer contact information for you. A copy of our limited warranties, including all disclaimers and exceptions to the limited warranties, and effective dates regarding the warranties, are located on our websites at cgiwindows.com, commercialcgi.com, ezebreezehome.com, pgtwindows.com and windoorinc.com. You agree and acknowledge that the limited warranty which is effective on the date of your Order forms the basis of the bargain for the purchase and sale of Products pursuant to your Order. Our warranties are void: (i) under the circumstances that we specify in each warranty document; (ii) in the event any

Product is used in a manner or for an application that we do not recommend; (iii) if a Product is not properly used for code application; or (iv) if a Product is used with parts from a manufacturer that we have not authorized. The limited warranties do **not** cover installation or installation related defects.

19. EXCEPT FOR THE LIMITED WARRANTIES REFERENCED IN PARAGRAPH 18, WE MAKE NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO ANY OF THE PRODUCTS, INCLUDING: ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS, IMPLIED BY LAW, STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

20. YOUR SOLE REMEDY FOR ANY BREACH OF WARRANTY FOR ITEMS MANUFACTURED BY US IS, AT OUR SOLE OPTION, THE REPAIR OR REPLACEMENT OF, OR CREDIT OF THE PURCHASE PRICE PAID BY YOU FOR, THE FAILED PRODUCT, EXCLUDING ALL LABOR COSTS.

21. THE LIMITED REMEDY DESCRIBED IN PARAGRAPH 20 WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES REFERENCED IN PARAGRAPH 18.

22. The exclusive remedy in Paragraph 20 shall not be deemed to have failed of its essential purpose so long as we are willing and able to repair or replace nonconforming products, or credit the purchase price within 180 days of the date when we determine that such products are nonconforming. Any warranty repair or replacement that we provide shall not extend the period of the original warranty. Any suggestions by us or our agents regarding use, application or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by us.

23. EXCEPT FOR CLAIMS FOR PERSONAL INJURY CAUSED BY THE PRODUCTS WE HAVE SOLD TO YOU, WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SALE OF PRODUCTS TO YOU, OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

24. IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU PURCHASED FROM US THAT HAVE FAILED.

25. Your Purchase Order, if and when accepted by us, will constitute a contract made in, and to be governed in all respects by the laws of, the State of Florida, and the courts of the State of Florida within Sarasota County shall have sole and exclusive venue and jurisdiction over any disputes arising under or related to these Terms and Conditions of Sale and your Purchase Order.

26. We will not be responsible for any failure or delay in performance caused by acts of God and nature that are beyond our reasonable control, including but not limited to floods, tornadoes, hurricanes, power outages, unusually severe or abnormal weather, war or threat of war or insurrection, riots or other civil disturbances, acts of terrorism, strikes, lockouts and other labor difficulties, failure of usual sources of raw materials or other sources of supply, failure of computer systems, or destruction or loss of electronic data beyond our reasonable control.