

* Lakemridge Condo (Primary contract - takes precedence)

WEATHER TITE[®]
WINDOWS

2119 W. Columbus Drive • Tampa, Florida 33607
(941) 870-0619 • (813) 908-0131
(727) 280-6019 • (800) 640-3161
CGCW 1515541

PURCHASE AGREEMENT

THIS CONTRACT made this 16th Day of APRIL, 2024 by and between WeatherTite, (hereinafter referred to as "Seller")
and Name: Richard Hoffman LAKEMRIDGE Address: 1776 Sixth Street NW
City: Winter Haven CONDO ASSOC. State: FL Zip: 33881 Email: _____

Primary Phone: 888-388-3847 (Manager) Secondary Phone: _____ (hereinafter referred to as "Buyer")
Seller agrees to sell, and buyer agrees to buy, all those materials and labor necessary to install the same as set forth in the following Specifications and in accordance with the Terms and Conditions below and with approximate measurements and specifications listed on Exhibit A and/or Exhibit B.

WeatherTite Windows to furnish + install (590) PGT Energylite 5100
series windows to be made as follows: white vinyl frames, non-impact
insulated glass, Low-E max + Argon Gas (343) horizontal rollers w/
half screens + (243) picture windows without screens.

* Price includes all discounts + rebates. WeatherTite is not responsible for any
3rd party rebates.

Installation does not include painting and/or staining. This price reflects all trade-ins, specials, and discounts.

TOTAL CASH PRICE \$ 891,531 DOWN PAYMENT AMOUNT \$ 89,153 UNPAID BALANCE \$ 802,378

AMOUNT FINANCED \$ N/A * Subject to credit approval and existing interest rates with approving institution.

IF CREDIT, NO. OF MONTHS _____ CREDIT CARD # _____

CREDIT CARD TYPE _____ EXP. DATE _____ BILLING ZIP _____ CV2 _____

- Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. Venue of payment discrepancies to be determined by Weather Tite Windows only.
- Buyer agrees to accept delivery of materials after notice from Seller of the installation date. After 5 days past the date of installation if buyer refuses to accept delivery, a charge of 2.5% per week shall be added as a storage fee. However, Seller shall not be liable for any delays caused by war, riot, strikes, acts of God, factory defects or other causes beyond its control.
- This agreement is for the benefit of, and shall be binding upon, the parties and their respective heirs, successors and assigns.
- Buyer authorizes Seller to make inquiries of others concerning credit information, including, but not limited to procuring consumer reports from consumer reporting agencies.
- Any install that requires service or services during the time of installation that does not affect the structural integrity of products is, and will be, considered a complete install and homeowner agrees to pay in full at time of install. All services will be reported to office, scheduled and completed, with buyer understanding that all parts are custom and time is needed for manufacturing. Homeowner may withhold an amount equal to estimated cost of correction from final payment only. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the outstanding invoice(s). Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of Contractor. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.
- All Deed Restricted Communities, condos and homeowners association members must assist in approval of products. Any required approvals are the sole responsibility of the homeowner.
- Buyer is solely responsible for moving furniture, removing and replacing blinds and any alarm systems near or attached to any opening that work is being performed. Weather Tite Windows will not be financially responsible for damage of such items, furniture, and/or floors or any other damage incurred by Buyer, Buyer's home or property whatsoever.
- Both parties agree that any dispute arising from this agreement shall be kept private and confidential and not filed or recorded in any public record. The Buyer agrees to keep this transaction and any issue arising from this transaction private, and not to discuss, publish or disseminate any information without prior written consent of Weather Tite Windows. A dispute arising from this contract shall be heard by an arbitrator agreed to by both parties and paid for solely by the Buyer.
- Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- The sole exception to binding arbitration shall be for non-payment, in which case Weather Tite at its sole discretion may request arbitration or any other means allowed by law.
- Any and all bounced checks will be charged a bounced check fee of \$30 or the maximum amount allowed by law, should a contract have to go to collections buyer shall pay two times the collection fee incurred and any legal or other fees incurred by Weather Tite.
- Weather Tite is not responsible for rebates, tax credits and/or any other 3rd party programs/incentives.
- Should Weather Tite Windows not receive full payment of the above contract amount for any reason, including agreed upon reductions in the contract amount, your warranty from Weather Tite Windows shall be null and void, your only warranty shall be the minimum 1 year as required by law where applicable.
- Contractor disclaims all liability for all claims under this contract and/or warranty, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, growth of mold, mildew, fungi, bacteria, or any organism on any surface of the window, door, or structure (whether on the exposed or unexposed surfaces), including Claims arising out of or relating to the detection, removal, disposal, or remediation of any of the above, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by any of the above and incurred by Customer, Contractor or third parties.
- Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated structure or other subsurface or latent conditions that are not disclosed in writing to Contractor. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
- Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
- Each provision of the Agreement shall be considered as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supercedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference.

BUYER ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS AGREEMENT. BUYER HEREBY AGREES TO THE TERMS AND CONDITIONS OF THIS ORDER.
BUYER ACKNOWLEDGES THE RECEIPT OF A TRUE COPY OF THIS CONTRACT, DISCLOSURE STATEMENT, WARRANTIES, GUARANTEES, NOTICE OF RESCISON OR
NOTICE OF CANCELLATION.

ALL CONTRACTS SUBJECT TO OFFICE APPROVAL. WEATHERTITE WINDOWS, A DIVISION OF HOLLANDER EXTERIORS, INC.

BY: [Signature] BUYER Richard Hoffman SS# _____
BY: [Signature] BUYER _____ SS# _____
BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CANCELLATION BY THE BUYER AFTER THE RIGHT TO RESCIND HAS PASSED, SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND ENTITLES THE CONTRACTORS TO DAMAGES EQUAL TO (50%) FIFTY PERCENT OF THE AGREED CONTRACT AMOUNT.