

SUBMITTAL FOR WINDOW AND DOOR SUPPLY

Project Name:			
Plan Set:			
Quote #:		Quote Date:	

Series:		Glass Type:	
Type:		Glass Thickness:	
Structural Class:		Window Hardware & Color:	
Vinyl Color:		Door Hardware:	

TERMS AND CONDITIONS

Initial on each page after review, sign where indicated to agree and return to VPI.

GENERAL INFO

All windows and doors are called out at NET frame heel dimension (not rough opening).

NFRC values and CPD numbers are listed under each window or door description on the attached Quote. Please review as they may differ from the specification due to glazing requirements (acoustical glaze, obscure glazing, size, etc.).

Screens for the Endurance and Bellevue series are included upon request by General Contractor. Allow a minimum of 10 business days for delivery of screens.

Add \$1,000.00 to the bid amount if you will be using Textura.

Window sizing shall be determined by plans and return of submittal. If a need for field verification arises, the General Contractor and installers are responsible for identifying and submitting for review any changes prior to ordering. All changes proposed after order processing has begun shall result in additional charges up to the full cost of the affected order and may change previously agreed upon delivery dates.

It is the responsibility of the General Contractor, Architect and/or Project Engineer to identify the need for and placement of code and regulatory compliance features (e.g. safety glazing, fresh air vent ports, operable hardware, fall prevention devices, ADA/ANSI/FHA requirements).

Certain window types and hardware configurations may not be appropriate for all environments or compliant with local building requirements. VPI cannot accept responsibility for compliance with any state or local building codes. If you are uncertain about compliance with any codes in your area, please contact your local building code official, a qualified architect, engineer or other building professional.

All VPI products are sold with a written product warranty. Purchaser shall provide a copy of the warranty to the end-user or resale customer with instructions to provide it to the end-user.

Quotes remain in effect for 30 days from issue, unless otherwise agreed to in writing. All prices are otherwise subject to change without notice. Prices do not include sales or use taxes, energy or fuel surcharges, which may be imposed and are the responsibility of the Purchaser.

Purchaser is responsible for reviewing the entire submittal package to ensure the windows or doors quoted meet its needs. Questions are encouraged. Purchaser is charged with knowledge of available specifications for quoted VPI products. In the process of seeking approval, VPI reserves the right to quote product with specifications that do not conform to the stated project requirements.

ORDER

No windows or doors shall be produced without an approved & signed submittal packet, including delivery instructions with sequencing, quantities and timing. Please allow a minimum of 8 weeks from time of order until first delivery.

Allow 10-15 business days from receipt of the signed submittal packet for delivery of electronic submittals.

Allow 5-10 business days for review and resubmittal if markups are returned. Allow a minimum of 8 weeks (40 business days) for first material delivery after payment has been agreed, VPI has received approved submittals and delivery schedule. Neither production nor procurement of final materials shall take place without receipt of approved submittals; production slots cannot be reserved.

DELIVERY

VPI deliveries shall be prepaid FOB to the jobsite. Unloading, handling, and storage shall be the responsibility of the purchaser. All costs for delays and retention shall be borne by the purchaser.

Upon delivery, the trailer will be made available for inspection and prompt unloading of the shipment by purchaser's representatives. Purchaser is responsible for determining the method and means of unloading, including safe handling practices, taking into account the sizes and quantity of the products. Any product which appears damaged when delivered shall be documented and VPI is to be notified immediately.

_____ Purchaser Initials

Purchaser accepts the VPI products upon unloading them from the trailer. Purchaser may seek revocation of acceptance of any of the accepted VPI products for 14 days from the date of delivery, and then only to the extent that individual products fail to substantially conform to VPI specifications and such non-conformity was not reasonably ascertainable at delivery.

Risk of loss passes to Purchaser upon delivery of the products to the shipping destination. VPI retains a security interest in the products until paid in full. Upon Purchaser's default, VPI may take possession of the products without prior legal process and may pursue other available remedies.

Standard terms of payment are full balance net 30 days from the invoice date. All invoices are due and payable in full, even if disputed. Disputed invoice amounts approved by VPI will be credited separately (no back charges). Interest at a rate of 18% per annum may accrue on all unpaid balances after 30 days.

INSTALLATION

VPI is a manufacturer only and will not certify framing, including rough openings, installation, or flashing.

It is the responsibility of the General Contractor, Architect and/or Project or Envelope Engineer to ensure VPI windows and doors are properly installed, including following VPI installation instructions and relevant code, ASTM and AAMA standards for installation.

Do not install non-conforming or damaged product. Contact VPI for further instruction.

Following installation, all product issues will be addressed per the terms of VPI's written product warranty.

TESTING

Any testing of VPI product must be performed by an AAMA accredited testing agency according to AAMA 502 only. Results of testing conducted by non-accredited organizations is not recognized by VPI.

Window failure which occurs during VPI-approved field testing will be remediated and retested. VPI agrees to testing three additional windows of similar configuration to confirm that the failure was an isolated incident. In the event alterations are required to qualify any window type, VPI shall perform the alterations to all windows of the same type on the project.

A VPI representative must be present at all field testing and must be given a minimum of 15 business days' notice prior to test date. Testing conducted without a VPI representative present will not be recognized.

MISCELLANEOUS

Case ment with Egress Hinge and no WOCD: Egress casement windows without a Window Opening Control Device (WOCD) are to be installed within 72" of grade only. These windows are not to be used in applications higher than 72" above grade.

Case ment with Egress Hinge and WOCD: Egress casement windows with a Window Opening Control Device (WOCD) are intended for use up to 4th floor applications only. These windows are not to be installed above the 4th floor.

Approved punch list service items require a minimum notice of 10 business days.

Alterations to the materials described in this submittal may result in a change order and additional lead time.

Additional administrative charges may apply for any of the following:

- Account reconciliation and/or keeping track of changes
- Changes to delivery sequencing (delivery dates may also be affected)
- ASI and RFI after the submittal is approved
- Resubmittals

VPI shall not be liable for any incidental or consequential loss, damage or expense of any kind resulting from back-ordered or faulty product; delay in delivery; or failure to give notice of such back-order, fault or delay, regardless of cause. In no event shall VPI be liable for more than the price of the affected product.

VPI products are backed by a written product warranty. *VPI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO ANY ENTITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VPI ALSO DISCLAIMS RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.*

_____ Purchaser Initials

By accepting this submittal package you acknowledge that you have read and agree to the terms and conditions listed herein. No contract or other writing shall supersede or replace the terms herein.

Signature of Purchaser: _____ Date: _____

Signature of Supplier: _____ Date: _____

Enclosures:

- Installation Instructions
- Operation & Maintenance Documents
- Shop Drawings
- Test Reports
- Job Contact Information
- Quote

Project Name:

Quote No.: