

# England Enterprises, Inc.

## General Contractors

8295 Wildwood Road  
Vaughan, MS 39179  
662-673-1644, fax 1646

### Construction Contract for **Window Replacement**

Madison County South Annex  
400 South Hwy 51, Ridgeland, MS  
Owner: Madison County Board of Supervisors

Included in our price of **\$27,461.95** are the following items:

- Remove and replace fifteen (15) aluminum clad wood windows as per the attached spec sheet
- Sales Tax and Permit
- Interior repairs as required related to window installation

#### Exclusions:

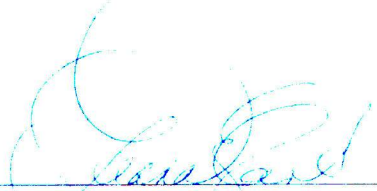
- Job specific insurance
- Performance and payment bond

This price is good for 30 days.

Agreement accepted and authorization to begin work:

\_\_\_\_\_  
•  
Madison County

Date

  
\_\_\_\_\_  
Leana England 4/26/2013  
England Enterprises, Inc.  
*englandenterprisesinc@gmail.com*



SOUTHERN WINDOWS & DOORS, INC.  
 103 BUSINESS PARK DRIVE  
 RIDGELAND, MS 39157



**QUOTE BY:** GARY SMITH

**QUOTE #:** JGNS03636

**SOLD TO:** ENGLAND ENTERPRISE / BARRY PARKER  
 DAVID

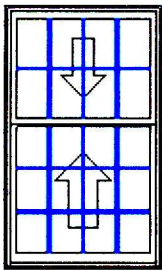
**SHIP TO:**

**PROJECT NAME:** MADISON COUNTY ANNEX

**PO#:**

**REFERENCE:**

LINE NO.	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
Line-1	Rough Opening: 42 1/4 X 70	Frame Size : 41 1/2 X 69 1/4 Sitrine EX Clad Double Hung, Auralast Pine, Cottage, Btm Vent= 39 , Top Vent= 28 7/16 Brilliant White Exterior, Primed Interior, No Drip Cap/No Nail Fin, 4 9/16 Jamb, Standard Double Hung, White Jambliner, White Hardware, BetterVue Mesh Brilliant White Screen, DP 35, Insulated Low-E 366 Annealed Glass, Preserve Film, Argon Filled, 5/8" Flat GBG Brilliant White Grid, Colonial All Lite(s) 4 Wide 2 High Top 3 High Btm, GlassThick=0.7095, (Note:Color Tone Of Grille May Vary As A Result Of Glass Option).(To Calculate True Window Depth Add 1-1/4" To Specified Jamb Width). <small>PEV 2013.1.1.651/PDV 5.767 (02/12/13) NW</small>	\$766.43	15	\$11,496.45



Viewed from Exterior. Scale: 1/4" = 1'

**Total:** \$11,496.45  
**TAX(7%):** \$804.75  
**NET TOTAL:** \$12,301.20  
**Total Units:** 15

Note: I HAVE REVIEWED THE ABOVE PRODUCTS FOR QUANTITY, COLOR, SIZE AND OPTIONS.

SUBMITTED BY : \_\_\_\_\_

ACCEPTED BY : \_\_\_\_\_



## Wood and Metal-Clad Wood Window & Patio Door Limited Warranty

### OUR WARRANTY TO YOU...

JELD-WEN® Products<sup>1</sup> are designed to create lasting value for your home. This warranty is effective for all JELD-WEN Products manufactured on or after July 1, 2010 for use in the United States and Canada. Any previous warranties will continue to apply to products manufactured by JELD-WEN prior to this date. For additional information, including care and maintenance instructions, installation instructions, and previous warranties, refer to [www.jeld-wen.com](http://www.jeld-wen.com) or [www.jeld-wen.ca](http://www.jeld-wen.ca).

#### WHAT THIS WARRANTY COVERS

##### Twenty Year Warranty for Window & Patio Door Products

Except as set forth in the Special Coverages section below, we warrant that if your JELD-WEN Product exhibits a defect in material or workmanship within **twenty (20)** years from the date of manufacture, we will, at our option, repair, replace or refund the purchase price of the Product or component part. Skilled labor<sup>2</sup> (where deemed necessary by us) to repair or replace components is provided for **two (2)** years (unless specified otherwise below).

##### Special Coverages

**Clad Finish\*:** Under normal atmospheric conditions, the clad finish on your metal clad window or patio door manufactured by us will be free from defects as follows:

- Kynar<sup>®</sup> finishes are warranted for **twenty (20)** years and will not peel, check, crack, or exhibit excessive chalk, fade or color change.<sup>3</sup>
- All other products that include polyester finishes are warranted for **ten (10)** years and will not peel, check, crack, or exhibit excessive chalk, fade or color change.<sup>3</sup>

\*The term "clad finish" means the painted finish on metal cladding. Clad products installed within one mile of a salt-water source (for example, an ocean or salt lake) or other corrosive environment require additional and specific maintenance requirements. Refer to our full care and maintenance instructions.

**AuraLast<sup>®</sup> Protection:** We warrant pine wood components of JELD-WEN Products for **twenty (20)** years against wood cellular structure failure (often referred to as "wood cellular breakdown") caused by decay and/or termites. Warranty coverage outside Canada, the contiguous 48 states and Alaska is contingent upon approval from the JELD-WEN Customer Care Department. Please contact us.

**Factory Prefinish:** We warrant the factory-applied prefinish on our Products against peeling, checking, or cracking for **one (1)** year from the date of manufacture. Should the factory prefinish be proven defective within this time period, we will at our option, replace or refinish the component or product, or offer a refinish credit up to \$50 per

opening for windows or \$100 per opening for patio doors. Note: this coverage applies to factory-applied finish coat options only; standard factory-applied primer is not a finish coat.

**Custom Fiberglass Door Slabs:** We warrant our fiberglass door slabs for **as long as you own and occupy your residence**.

**Custom Fiberglass Door Factory Prefinish:** We warrant the factory prefinish on our fiberglass doors for **five (5)** years. Should the factory prefinish be proven defective, we will at our option refinish the door or pay up to \$350.00 per opening to the current owner.

**Electric Operators:** We warrant electric operators provided by us for **one (1)** year (to include free replacement parts and skilled labor<sup>2</sup> necessary to replace the operator for **one (1)** year).

**Blinds/Shades Between the Glass:** We warrant the insulated glass unit (including the seal), the external control mechanism, and the operation of the shade/ blind for **ten (10)** years.

**ImpactGard<sup>®</sup> Glass:** We warrant each ImpactGard glass unit for **ten (10)** years.

**Special Glazings** (including laminated glass units other than ImpactGard): We warrant special glazings (including glass options not listed in our product literature e.g., leaded or decorative glass) for **five (5)** years.

**Spontaneous Glass Breakage:** We warrant sealed glass units installed in windows and patio doors (excluding laminated glass, and special glazings) for spontaneous breakage for **one (1)** year (to include free replacement glass and skilled labor<sup>2</sup> necessary to replace the glass for **one (1)** year. Spontaneous breakage occurs when the glass develops a crack without sign of impact.

##### Transferability

In the event you sell your residence/building or it becomes occupied by other than the original owner, the warranty is the lesser of **ten (10)** years from the date of manufacture or the period indicated under Special Coverages above.

*Continued on next page*

RELIABILITY for real life<sup>®</sup>



## HOW TO GET ASSISTANCE

If you have a problem with your JELD-WEN product, contact the dealer/distributor or contractor from whom you purchased your product or contact us directly:

### In the United States:

Mail: JELD-WEN Customer Care  
Attn: Wood/Metal Clad Wood Warranty Claims  
P.O. Box 1329, Klamath Falls, OR 97601  
Phone: 888-JVHelpU (888-594-3578)  
Fax: 800-436-5954  
Email: CustomerServiceAgents@jeld-wen.com

### In Eastern Canada:

Mail: JELD-WEN Service Department  
90, rue Industrielle  
Saint-Appollinaire, Quebec, Canada G0S 2E0  
Phone: 800-463-1930  
Fax: 888-998-1599

### In Western Canada:

Mail: JELD-WEN Service Department  
550 Munroe Avenue  
Winnipeg, Manitoba, Canada R2K 4H3  
Phone: 888-945-5627  
204-668-8230  
Fax: 204-663-1072  
Email: wpgservice@jeld-wen.com

We can respond quickly and efficiently if you provide the following: a) product identification (from the original order/invoice, spacer code, permanent label, or the window

identification number found on corner of glass, or product identification from the tag on the top edge of the slab), b) how to contact you, c) the address where the product can be inspected, and d) a description of the apparent problem and the product (photographs are helpful).

Product Purchase Date: \_\_\_\_\_

Order Number: \_\_\_\_\_

## What We Will Do

Upon receiving your notification, we will send out an acknowledgement, usually within three business days. We will investigate your claim and will begin to take appropriate action within 30 days after notification. If it is determined that the Product does not have a defect covered by the labor warranty, we may charge an inspection fee for any onsite inspection that is required or requested by you. Because manufacturing materials and techniques can change, replacement part(s) may not be an aesthetic match to the original. Replacement components/products are warranted for the balance of the original product warranty or 90 days, whichever is longer. If we determine we are unable to provide replacement parts and repair is not practicable or cannot be made timely, then we will refund the unit/component purchase price.

If the claimed nonconformity is warp of a door slab, we may defer repairing or replacing the door slab for a period up to **twelve (12)** months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door slab adjusts to local humidity and temperature conditions. This deferral will not be counted against the warranty period.

## WHAT THIS WARRANTY DOES NOT COVER

JELD-WEN is not liable for:

- Normal wear and tear, including normal wear and tear of weatherstrip; natural weathering of surfaces. Variance in color or texture of natural wood parts, and natural tarnishing of copper cladding are not considered defects.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Damage caused by chemicals (e.g. brick wash) or a harsh environment (e.g. salt spray or airborne pollutants) unless otherwise stated above.
- Product failure due to misuse or abuse; damage caused by failure to properly finish and provide maintenance, by alteration or modification to the window (e.g. customer applied tints or films, paint finishes, security systems), or as a result of any cause beyond the control of JELD-WEN (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Failure to provide an adequate overhang for fiberglass doors; damage caused by extreme temperature buildup where storm doors are present. For general guidelines, see our "Appropriate Protection for Exterior Doors" in our product literature or at [www.jeld-wen.com/](http://www.jeld-wen.com/) resources; for specific information pertaining to your structure, consult your contractor or other building professional.
- Slight expansion or contraction due to varying environmental conditions; slab movement (shrinkage or swelling) of 1/4" or less due to temperature and humidity, consult the Homeowner's Manual on how to work with this natural movement.
- Glass breakage (except spontaneous breakage as covered above).
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.
- Improper installation not in conformance with JELD-WEN installation instructions (note: see [www.jeld-wen.com](http://www.jeld-wen.com/) for current installation instructions); operational problems and problems related to water and/or air infiltration/leaking as a result of improper installation or flaws in building design or construction.
- Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.
- Damage caused by extreme artificial temperature buildup or exposure (e.g., where storm doors/windows are present).

- Product or component performance decline due to aging, inert gas dissipation, natural processes or failure to provide proper maintenance. Note: Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
- Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity.
- Hardware or inserts that are not provided by us, such as locksets, door handles, strikes, etc.
- Condensation or damage as a result of condensation (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure; contact a heating/air conditioning specialist for help).
- Labor and materials for repainting or refinishing activities, or the removal or disposal of defective product(s); labor exceeding the time periods specified above.
- Wood cellular structure failure for wood components other than of pine species and any components (including pine) that come in direct contact with soil. Note: superficial mold/mildew does not indicate wood cellular structure failure.
- Incidental or consequential damage. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

#### **Important Legal Information**

This Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein. This Limited Warranty document gives you specific legal rights, and you may have other rights that vary from state/province to state province.

No distributor, dealer or representative of JELD-WEN has the authority to change, modify or expand this warranty. The original purchaser of this Product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the Product is installed.

<sup>1</sup> "JELD-WEN Products" shall refer to wood and metal clad wood window and patio/garden/terrace door products (including products supplied with fiberglass slabs) manufactured in the United States and/or Canada and marketed under the JELD-WEN brand name for use in the United States and Canada. See our separate Export Warranty for applicable coverage on products used outside the United States and Canada.

<sup>2</sup> "Skilled labor" refers to tasks where specialized technical knowledge, experience, methods or tools are required to properly identify, diagnose and/or correct product-related problems.

<sup>3</sup> "Chalking" of the clad finish is not a defect unless it exceeds a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D4214. Fading or changing in color of the "clad finish" is not a defect unless it exceeds five (5) E units, calculated in accordance with ASTM D2244, paragraph 6.2. Color change shall be measured on an exposed "clad finish" that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed "clad finish." Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. If the above ASTM standards change, the standard in effect at the time of purchase applies. As an option to replacement, we may choose to refinish the product.

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