



Contract for Purchase and Installation

CLIENT: Sandra Lorusso **DATE:** 8/28/2021

Contact #: 603-205-0603 **Specialist:** Melinda

This contract is for the materials listed below per Ricci Lumber quote. Any changes to the listed specifications, other than those originally agreed upon, are the purchaser's responsibility. Price subject to change if job site conditions require additional materials or work unforeseen upon time of this contract.

PRODUCT SPECIFICATIONS:

Manufacturer: Andersen (Windows – Quote #1196432)

SCOPE OF WORK: Remove and Dispose of (2) existing Windows and Install (2) new Windows. (Ricci Install Quote #26045)

NOTE: All permits that are required by Town or State, are the responsibility of the homeowner.

Terms: Upon order placement, a **non-refundable deposit** is required. The above items are considered Special Order and are non-cancelable and non-returnable. Immediate pick-up or tailgate delivery will be scheduled upon receipt of merchandise. It is the purchaser's responsibility to provide storage for the merchandise. Balance due to be paid day before installation or delivery. **Ricci supply typical terms and conditions included by reference**

**Items special ordered cannot be cancelled, changed or returned. The customer assumes all responsibility for these products, with the exception of material damages, shortages or defects covered by a warranty. Ricci Lumber will place this order as accepted by the customer, but cannot control the delivery time by the manufacturer. All agreements between these parties are contingent upon labor troubles, strikes, lockouts, fire, flood, accidents or other conditions beyond Ricci Lumber control. The customer is to have said items, as listed, removed within 20 days of delivery notification. Items left over 30 days may be subject to storage charges or may become the property of Ricci Lumber.

I understand wood is a natural product and will vary from sample. The samples serve only to indicate in a general way the color, marking, and textures usually found in a variety of the materials chosen. By signing I agree that the list of materials to be ordered, profiles, colors, woods, sizes, dimensions and finishes were shown to me and are what I want.

In the event of defects and /or apparent or hidden damages of products supplied by Ricci Lumber, we will exchange said products or materials at no charge, provided that the defect or damage was not due to alterations by homeowner or installer, misuse, abuse or neglect. In the event that products supplied by Ricci Lumber do not conform to the approved plan and measurements, we will replace said products at no charge.

Andersen Windows: \$2,371.64

Labor, install materials and disposal: \$1,789.54

Total: \$4,161.18

Deposit required: \$3,323.68

Balance due upon completion: \$837.50

I have reviewed and agree with the listed above quote and attached information. I understand this is a legal contract and I understand all the terms of this agreement. I wish to place an order based on the quote as is.

Customer's Signature _____ Date _____

Please Print Name _____

Address _____

Specialist Signature _____

Please sign and return a copy of the contract along with deposit

Ricci Lumber
105 Bartlett Street
Portsmouth N.H. 03801
ATTN: Kara Remick
Email: Kremick@riccilumber.com

NEW HAMPSHIRE LAW, RSA 359-G, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, REMODELED, OR REPAIRED YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION."

Warranties: Ricci Lumber (Ricci) shall extend to the Customer all manufacturer's warranties and related documentation pertinent to the goods and materials sold pursuant to the provisions of this contract. However, Ricci assumes no liability and extends no warranties, whether express or implied, pertinent to such goods and materials and shall not be liable for any defect related to them. Further, the Customer acknowledges that this contract is strictly between the Customer and Ricci and that no officer, employee, or agent of Ricci shall be subject to suit or be deemed personally liable for any dispute or the consequences thereof that may arise from the performance of this contract.

Disputes: Any dispute asserted by the Customer concerning Ricci's performance under this contract shall be resolved pursuant to the provisions of New Hampshire Law, RSA 359-G. To the extent that the procedures identified in RSA 359-G do not result in resolution of the dispute, the parties agree that the Customer's dispute shall be resolved by mediation or binding arbitration at the election of Ricci which shall be made within 30 days following its receipt of written notice from the Customer that further dispute resolution is requested. Nothing in this paragraph shall be construed, however, to prevent Ricci from itself asserting its rights in any court of competent jurisdiction to collect payment on any sums due and payable from the Customer for work performed and materials delivered to or for the benefit, at the direction or request, or with the knowledge and consent of the Customer, without any need on the part of Ricci to first engage in any out-of-court dispute resolution procedure with the Customer to the extent that no reasonable, material dispute about the Ricci's satisfactory performance may exist.

Attorney Fees, Interest and Costs: The Customer shall pay to Ricci interest on any unpaid balance due to Ricci at the rate of 18% per annum, computed monthly beginning 30 days after such balance becomes due and payable, and shall reimburse Ricci for its attorney fees and costs of collection incurred in the event of any non-payment by the Customer.

Severability and Enforcement: If any provision of this contract shall be deemed unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of any other provision of this contract, which shall be interpreted and enforced under the laws of the State of New Hampshire.



Ricci Lumber
 105 Bartlett Street
 Portsmouth, New Hampshire 03801
 Phone: (603) 436-7480
 Fax: (603) 436-2194
 Email: Sales@riccilumber.com

Quotation

Quote No 26045
Quote Date 08/24/2021
Print Time 9:22:58AM
Expiration Date 08/29/2021
Customer 90253
Contact Name Sandra Lorusso
Contact Number 603-205-0603
Job Code
Your Ref MM - LORUSSO INSTALL
Delivery By 08/24/21
Taken By Melinda McLaughlin
Sales Rep HOUSE

Invoice Address

Delivery Address

Millwork Sales
 401 STATE STREET M 502
 PORTSMOUTH, NH 03801

Due to current market conditions, quoted prices are valid for only 5 business days.



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Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	UOM	Total
1	819379	26100 SEALANT PROFLX CLR 10OZ				
2	106750	187273 PRO WINDOW & DOOR 20oz				
3	106096	BT1350B BRAD 2" X 18GA NAILS 2000 CTN				
4	Labor Charge for Installations	Labor Charge for Installations: Remove and Dispose of (2) existing windows and Install (2) new Windows.				

PLEASE READ:

There's NO warranty expressed or implied on materials/specs necessary to comply with your project requirements. The purpose of this document is to provide the asker a cost projection only, offering no guarantee of any kind as to the accuracy of the takeoff or the entry of the estimate. The buyer assumes all responsibility for materials needed, used and/or required for the project. Ricci Lumber reserves the right to adjust prices every 30 days based on market conditions after the acceptance of this estimate or first delivery of product. Additionally this estimate does not (unless stated within this form) contain any freight, delivery or sales taxes for materials sourced and/or shipped to the site. Any changes, additions or reductions in the values/products contained within this estimate will require a review and possible repricing based on the new info.

Total Amount	\$1,789.54
Sales Tax	\$0.00
Quotation Total	\$1,789.54

Buyer _____ Date _____



SOLD BY:

SOLD TO:

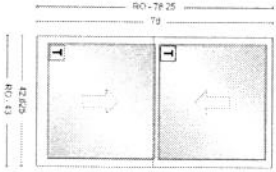
Melinda McLaughlin
 Ricci Lumber
 105 Bartlett St
 Portsmouth, NH 03801
 603-427-2890

QUOTE DATE
8/24/2021

Abbreviated Quote Report - Customer Pricing

QUOTE NAME	PROJECT NAME	QUOTE NUMBER	CUSTOMER PO#	TRADE ID
Sandra Lorusso	Woodwright Window Install	1196432		
ORDER NOTES:				
DELIVERY NOTES:				

<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>	<u>Unit Price</u>	<u>Ext. Price</u>
100	2	AA	None Assigned	\$1,185.82	\$2,371.64
RO Size = 43" x 78 1/4"		Unit Size = 42 5/8" x 78"			



WDHI 3' 6 5/8"X6' 6", Unit, 0 Degrees - Flat, 400 Series Woodwright Double-Hung-WWI, Equal Sash, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Pine w/Unfinished Interior Sash/Panel, AA, Dual Pane Low-E4 Tempered Argon Fill Traditional, 2 Sash Locks Stone, Gray/GrayJamb Liner, Dark Bronze, Full Screen, Aluminum

Insect Screen 1: 400 Series Woodwright Double-Hung-WWI, WDHI 42.625 x 78 0 Degrees - Flat Full Screen Aluminum Dark Bronze

Unit #	U-Factor	SHGC	Clear Opening/Unit #	Width	Height	Area (Sq. Ft)	Comments:
A1	0.3	0.31	A1	0.00000	0.00000	0.00000	

Quote #: 1196432

Print Date: 8/28/2021 12:46:38 PM UTC

All Images Viewed from Exterior

SUB-TOTAL:	\$2,371.64
FREIGHT:	\$0.00
LABOR:	\$0.00
TAX:	\$0.00
TOTAL:	\$2,371.64

CUSTOMER SIGNATURE _____

DATE _____

* All graphics as viewed from the exterior. ** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Thank you for choosing Andersen Windows & Doors

Quote #: 1196432

Print Date: 8/28/2021 12:46:38 PM UTC

All Images Viewed from Exterior

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