

Finish Line Carpentry

Terms & Conditions of Sale and Installation

Finish Line Carpentry, LLC ("Finish Line," "Contractor," "we," "us," or "our")

Contractor License No.: AZ ROC #153523 / UT DOPL #14271129-5501

Effective Date: January 1, 2026 | Last Updated: January 1, 2026

These Terms and Conditions of Sale and Installation ("Terms") govern the sale of products and the provision of installation and related services by Finish Line Carpentry to its customers (each, a "Customer," "you," or "your"). These Terms apply to every quote, estimate, sales order, contract, work order, order acknowledgment, and invoice issued or made by Finish Line, and are incorporated by reference into each such document. By requesting a quote, signing a sales order or contract, authorizing work, accepting products or services, or making any payment, you acknowledge that you have read, understood, and agree to be bound by these Terms.

FINISH LINE CARPENTRY SELLS WINDOWS, DOORS, MILLWORK, AND RELATED MATERIALS AND PROVIDES INSTALLATION SERVICES. PLEASE READ SECTIONS 23 THROUGH 32 CAREFULLY, AS THEY DESCRIBE THE SCOPE OF OUR WORK AND WARRANTIES AND LIMIT OUR LIABILITY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS, INCLUDING LIEN RIGHTS AND CANCELLATION RIGHTS.

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1. Acceptance of Terms; Entire Agreement

These Terms, together with the applicable quote, signed sales order or contract, and invoice, constitute the entire agreement between Finish Line and Customer regarding the products and services provided, and supersede all prior or contemporaneous understandings, communications, proposals, and representations, whether oral or written. No addition to, deletion from, or modification of these Terms is binding on Finish Line unless made in a writing signed by an authorized representative of Finish Line.

Finish Line expressly rejects and is not bound by any different or additional terms in any Customer purchase order or form, even if Finish Line accepts payment or performs work, unless expressly agreed in a signed writing. In the event of a conflict, the order of precedence is: (1) a separate written agreement signed by both parties; (2) the signed sales order or contract; (3) these Terms; and (4) the invoice.

2. Definitions

- **“Products”** means the windows, doors, millwork, trim, hardware, glass, and related materials supplied by Finish Line.
- **“Services”** or **“Work”** means the installation and related labor and services provided by Finish Line as described in the signed sales order or contract.
- **“Special-Order Products”** means Products that are custom-made, made-to-order, special-ordered, configured, sized, finished, or otherwise produced or procured to Customer's specifications or that are not standard stock inventory.
- **“Substantial Completion”** means the point at which the Work is sufficiently complete so that Customer can use the installed Products for their intended purpose, notwithstanding minor punch-list items.

3. Quotes and Estimates

All Quotes and Estimates are valid for fourteen (14) days from the date shown, unless a different period is stated in writing, after which they expire and are subject to change without notice. Quotes and Estimates are not binding contracts and do not reserve product, pricing, labor, or scheduling until an order is accepted under Section 4. Pricing is based on information available at issuance and on field conditions and measurements being as represented by Customer. Finish Line may correct clerical, pricing, or quantity errors at any time and revise pricing to reflect changes in manufacturer pricing, material costs, tariffs, surcharges, or final verified measurements, specifications, and site conditions.

4. Orders, Acceptance, and Scope of Work

An order becomes a binding agreement only when accepted by Finish Line, upon the earliest of: (a) Customer's signature on a sales order or contract; (b) Customer's payment of a deposit or the price; or (c) Finish Line's written acknowledgment. The scope of Work is limited to what is expressly described in the signed sales order or contract. Anything not expressly included is excluded (see Section 24). Customer is solely responsible for confirming that all Products, sizes, configurations,

finishes, quantities, handing, specifications, and scope on the order are correct before the order is placed into production, procurement, or scheduling.

5. Special-Order and Custom Products

All Special-Order Products are non-cancellable, non-returnable, non-refundable, and final once the order is accepted, because they are produced or procured specifically for Customer and cannot be resold as standard inventory. Customer assumes full responsibility for the accuracy of all specifications provided for Special-Order Products, including measurements, sizes, colors, finishes, glass types, grille patterns, handing, and configuration.

ALL WINDOW SALES AND ALL SPECIAL-ORDER SALES ARE FINAL. NO RETURNS, CANCELLATIONS, REFUNDS, OR EXCHANGES WILL BE ACCEPTED ON WINDOWS OR SPECIAL-ORDER PRODUCTS.

6. Pricing, Taxes, and Surcharges

Prices are exclusive of, and Customer is responsible for, all applicable sales, use, and other taxes, plus delivery, freight, fuel surcharges, and similar fees, unless otherwise stated in writing. Valid exemption certificates must be provided before invoicing. Prices are subject to change to reflect increases in manufacturer pricing, material or component costs, tariffs, duties, freight, or surcharges taking effect before delivery or completion of the Work.

7. Payment Terms

Unless Finish Line has extended written credit terms under a separate signed agreement: (a) all Products are due in full at one hundred percent (100%) prior to delivery or pickup; and (b) all labor and installation charges are due in full at one hundred percent (100%) prior to the start of the Work. Finish Line may require a deposit before processing an order or scheduling Work. Finish Line is not obligated to deliver Products, release Products, or begin or continue Work until required payments have been received and cleared.

Any deposit is applied to the price and, except as expressly provided herein, is non-refundable to the extent of costs incurred by Finish Line in producing or procuring Special-Order Products or in scheduling or commencing Work. Returned, dishonored, or reversed payments are subject to a service fee to the maximum extent permitted by law and may result in suspension of orders, deliveries, Work, and warranty service.

8. Late Payments and Interest

Any balance not paid when due is subject to a late charge of ten percent (10%) of the past-due amount, plus simple interest at one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, whichever is less, accruing until paid in full. Imposition of late charges or interest does not waive any other remedy available to Finish Line.

9. Costs of Collection

If Customer fails to pay any amount when due and the matter is referred for collection, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, court costs, collection-agency fees, and related expenses, to the maximum extent permitted by law, whether or not suit is filed.

10. Right to Suspend or Stop Work for Non-Payment

If Customer fails to make any payment when due, Finish Line may, in addition to its other remedies and without liability, suspend or stop all Work and withhold delivery of Products until payment is made in full. Any resulting delay extends Finish Line's time for performance, and Finish Line may charge for remobilization, rescheduling, and storage. Customer remains responsible for the price of all Products and Work performed.

11. Title, Risk of Loss, and Security Interest

Title to and risk of loss for all Products pass to Customer upon delivery to Customer or the jobsite, or upon pickup, whichever occurs first; Customer is responsible for insuring Products from that point. Customer grants Finish Line, and Finish Line retains, a purchase-money security interest in all Products sold, and the proceeds thereof, until the price and all related charges are paid in full. Customer authorizes Finish Line to file any financing statements necessary to perfect this interest and agrees to execute documents reasonably requested for that purpose.

12. Lien Rights and Preliminary Notices

Finish Line and its subcontractors and suppliers may have the right under applicable state law to record a mechanic's, materialman's, or construction lien against the property if they are not paid for labor, services, or materials furnished. Finish Line may serve preliminary or pre-lien notices as required by law to preserve these rights; service of such a notice is a routine step to protect lien rights and does not mean payment is overdue.

[STATE-SPECIFIC LIEN NOTICE — INSERT THE EXACT STATUTORY NOTICE REQUIRED BY THE STATE WHERE THE WORK IS PERFORMED. ARIZONA AND UTAH EACH REQUIRE SPECIFIC PRELIMINARY/PRE-LIEN NOTICE LANGUAGE AND TIMING. CONFIRM WITH COUNSEL.]

13. Delivery and Pickup

Delivery dates and lead times are estimates only and are not guaranteed. Finish Line is not liable for delays caused by manufacturers, suppliers, carriers, weather, or any cause beyond its reasonable control, and no such delay relieves Customer of its payment obligations. Customer must provide safe, accessible, and lawful access to the delivery location and must inspect Products at delivery or pickup. Delivery to a site is to the nearest reasonably accessible point unless otherwise agreed in writing.

14. Scheduling, Delays, and Site Access

Work will be scheduled by mutual arrangement; start and completion dates are estimates and are not guaranteed. Customer must provide clear, safe, and unobstructed access to the work areas and to power, water, and lavatory facilities as reasonably needed. Delays caused by weather, site

conditions, Customer, other trades, permitting, inspections, manufacturer or supplier lead times, or other causes beyond Finish Line's reasonable control extend the time for performance and may result in additional charges for remobilization and rescheduling.

15. Customer Site Responsibilities

Customer is responsible, at Customer's expense and prior to and during the Work, for: clearing and protecting furniture, window treatments, landscaping, vehicles, and personal property in and around the work areas; removing or securing valuables, fragile items, and wall hangings; providing accurate information about the location of concealed utilities, wiring, plumbing, alarm systems, and irrigation; and obtaining any required HOA or association approvals. Finish Line is not responsible for damage to items that Customer failed to remove, secure, or disclose, or for matching existing finishes, paint, stucco, drywall, or trim affected by the Work unless expressly included in the scope.

16. Concealed and Unforeseen Conditions

Conditions not reasonably visible or knowable before the Work begins — including rot, decay, mold, water damage, termite or pest damage, structural deficiencies, code violations, improper prior installation, non-standard framing or openings, asbestos, lead, or other hazardous materials — are outside the scope and price of the Work. If such conditions are encountered, Finish Line may stop affected Work and will notify Customer; any additional labor, materials, or remediation will be handled by written change order at additional cost, and Finish Line is not responsible for delays or damages arising from such conditions. Finish Line does not perform abatement of hazardous materials and may stop Work until properly remediated by a qualified party at Customer's expense.

17. Change Orders

Any change to the scope, Products, specifications, or schedule must be authorized in a written change order signed by Customer before the changed Work proceeds, and may result in additional charges and schedule adjustments. Verbal requests are not binding. Customer agrees to pay for all authorized change-order Work in accordance with these payment terms.

18. Inspection, Shortages, and Damage Claims (Products)

Customer must inspect Products at delivery or pickup. Claims for shortages, visible damage, defects discoverable on reasonable inspection, or incorrect items must be noted on the delivery receipt and submitted in writing within five (5) business days of delivery or pickup. Claims for concealed damage must be submitted in writing within five (5) business days of discovery and no later than thirty (30) days after delivery or pickup. Failure to submit a timely written claim constitutes acceptance of the Products as delivered and a waiver of the claim. Products known or reasonably believed to be damaged, defective, or nonconforming must not be installed; installation of such Products constitutes acceptance and waiver of any related claim.

19. Returns and Restocking

All window sales and all Special-Order Product sales are final and non-returnable. Returns of standard, in-stock, non-special-order Products may be accepted at Finish Line's sole discretion only if requested in writing within fourteen (14) days of delivery or pickup, and only if the Products are

unused, undamaged, and in original, resalable condition and packaging with proof of purchase. Approved returns of eligible stock Products are subject to a restocking charge of twenty-five percent (25%) of the price, plus freight or handling. No returns are accepted on Products that have been installed, altered, finished, cut, modified, or used.

20. Measurements and Specifications

Customer is responsible for providing and approving all specifications. Where Finish Line takes field measurements as part of the Work, Finish Line is responsible only for measurement errors it makes in writing; Customer remains responsible for the accuracy of all specifications, selections, finishes, colors, and configurations it provides or approves. Finish Line is not responsible for Products or Work that do not meet expectations due to inaccurate, incomplete, or unverified information supplied or approved by Customer.

21. Product Characteristics and Variations

Customer acknowledges that windows, doors, millwork, glass, wood, and finishes are subject to natural and manufacturing variations — including variations in color, grain, texture, finish, and glass characteristics such as roller waves, slight distortion, and tint variation — that are inherent to the product and consistent with industry and manufacturer standards. Such inherent variations are not defects and are not a basis for return, rejection, or claim. Product performance is governed by the applicable manufacturer's published standards.

22. Product Handling and Care

Customer is responsible for the proper handling, storage, protection, and care of all Products and installed Work. Without limiting the foregoing:

- All wood and door slabs must be properly sealed or finished on all six (6) sides within seventy-two (72) hours of delivery. Failure to do so voids all applicable warranties, including manufacturer warranties and the Finish Line workmanship warranty, on the affected Products.
- Windows and doors must remain closed and locked during construction to maintain warranty coverage and to prevent damage, warping, or distortion.
- Installed Products must be maintained in accordance with manufacturer guidelines, including periodic care of finishes, weatherstripping, hardware, and sealants.

23. Installation Services; Standard of Work

Finish Line will perform the Work in a good and workmanlike manner consistent with applicable industry standards and the manufacturer's published installation instructions. Finish Line may use qualified employees and subcontractors to perform the Work. Means, methods, sequences, and procedures of installation are within Finish Line's reasonable discretion. Customer acknowledges that minor cosmetic imperfections, settling, and adjustments are normal in construction and are not defects.

24. Work Not Included; Exclusions

Unless expressly stated in the signed sales order or contract, the Work does NOT include, and Finish Line is not responsible for: painting, staining, sealing, or finishing; drywall, stucco, masonry, or plaster repair; interior or exterior trim or casing beyond what is specified; electrical, alarm, or low-voltage work; structural modifications or framing changes; flashing or waterproofing beyond standard installation; permits or fees (unless stated); window treatments; haul-off of items not generated by the Work; or repair of pre-existing conditions. Any such work, if performed, requires a written change order at additional cost.

25. Permits and Code Compliance

Unless the signed sales order or contract expressly states that Finish Line will obtain permits, Customer is responsible for determining and obtaining all permits, inspections, and approvals and for ensuring the selected Products and Work comply with applicable building, energy, and zoning codes and HOA requirements. Customer is responsible for the suitability of selected Products for the intended application. Finish Line does not provide architectural, engineering, structural, or code-compliance design services.

26. Manufacturer Warranties (Pass-Through)

The Products are covered solely by the written warranties, if any, provided by their respective manufacturers, which are passed through to Customer to the extent permitted by the manufacturer. Finish Line makes no independent warranty as to the Products themselves. For product defects, Customer's sole remedy is against the manufacturer under the applicable manufacturer's warranty, and Customer agrees to look solely to the manufacturer for such claims. Finish Line will reasonably assist in submitting manufacturer warranty claims but assumes no obligation or liability for the manufacturer's honoring of any warranty.

27. Workmanship Warranty

Finish Line warrants its installation labor against defects in workmanship for a period of one (1) year from the date of Substantial Completion. This warranty is limited to correcting defective workmanship by repair or, at Finish Line's option, re-performance, and is Customer's sole and exclusive remedy for the Work. This workmanship warranty does NOT cover: Products themselves (covered, if at all, by the manufacturer); damage from misuse, abuse, neglect, accident, or failure to maintain; movement, settling, or deflection of the structure; water intrusion or damage caused by other trades, pre-existing conditions, or improper finishing or sealing by others; Customer-supplied materials; or any work altered, adjusted, or repaired by anyone other than Finish Line. This warranty is non-transferable unless agreed in writing.

THE WORKMANSHIP WARRANTY IS VOID IF THE INVOICE IS NOT PAID IN FULL OR IF CUSTOMER FAILS TO COMPLY WITH THESE TERMS, INCLUDING THE HANDLING, FINISHING, AND CARE REQUIREMENTS IN SECTION 22.

28. Disclaimer of Warranties

EXCEPT FOR THE MANUFACTURER WARRANTIES PASSED THROUGH UNDER SECTION 26 AND THE LIMITED WORKMANSHIP WARRANTY IN SECTION 27, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND FINISH LINE MAKES NO WARRANTIES OF ANY

KIND, EXPRESS OR IMPLIED. FINISH LINE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Some jurisdictions do not allow the exclusion of certain implied warranties, so portions of the above may not apply to the extent prohibited by applicable law.

29. Conditions to Warranty and Service

NO WARRANTY CLAIM WILL BE HONORED AND NO WARRANTY OR CUSTOMER SERVICE WILL BE PROVIDED UNTIL THE APPLICABLE INVOICE IS PAID IN FULL AND CUSTOMER'S ACCOUNT IS CURRENT AND IN GOOD STANDING.

30. Completion and Acceptance; Punch List

Upon Substantial Completion, Customer will promptly inspect the Work and, within five (5) business days, provide Finish Line with a written punch list of any incomplete or deficient items. Finish Line will address valid punch-list items within a reasonable time. Use of the installed Products or failure to provide a timely written punch list constitutes acceptance of the Work as complete, subject only to the workmanship warranty in Section 27. Final payment is due upon Substantial Completion notwithstanding minor punch-list items.

31. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FINISH LINE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS, SERVICES, OR THESE TERMS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE TOTAL PRICE ACTUALLY PAID TO FINISH LINE UNDER THE APPLICABLE SALES ORDER OR CONTRACT.

IN NO EVENT SHALL FINISH LINE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF USE, DELAY DAMAGES, DIMINUTION IN VALUE, OR DAMAGE TO SURROUNDING PROPERTY NOT CAUSED BY FINISH LINE'S NEGLIGENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limitations in this Section reflect an agreed allocation of risk and form an essential basis of the bargain between the parties.

32. Indemnification

To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless Finish Line and its owners, officers, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) inaccurate specifications, selections, or information supplied or approved by Customer; (b) concealed or undisclosed site conditions; (c) Customer's breach of these Terms; (d) work performed by Customer or other contractors; or (e) injury or property damage not caused by Finish Line's negligence or willful misconduct.

33. Insurance

Finish Line maintains general liability insurance and, where required, workers' compensation insurance, and will provide a certificate of insurance upon reasonable request. Finish Line is not responsible for insuring Customer's property or the Products after risk of loss has passed under Section 11.

34. Force Majeure

Finish Line is not liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, weather, fire, flood, labor disputes, strikes, pandemics, governmental actions, tariffs, transportation or supply-chain disruptions, manufacturer or supplier delays, or shortages of materials, labor, or utilities. The time for performance is extended for the duration of any such delay.

35. Cancellation; Right to Cancel

Orders for Special-Order Products and windows may not be cancelled once accepted. Orders for standard stock Products may be cancelled only with Finish Line's written consent and are subject to charges for costs incurred, including restocking under Section 19. If Customer cancels labor or installation after scheduling or commencement, Customer is responsible for all costs incurred and Work performed to date. Any deposit is non-refundable to the extent of Finish Line's incurred costs.

[RIGHT TO CANCEL — IF THIS CONTRACT IS A CONSUMER HOME-IMPROVEMENT OR DOOR-TO-DOOR/HOME-SOLICITATION CONTRACT, FEDERAL AND STATE LAW MAY GIVE CUSTOMER THE RIGHT TO CANCEL WITHIN THREE (3) BUSINESS DAYS. INSERT THE EXACT STATUTORILY REQUIRED "NOTICE OF RIGHT TO CANCEL" LANGUAGE FOR THE APPLICABLE STATE/TRANSACTION. CONFIRM WITH COUNSEL.]

36. Governing Law; Venue; Dispute Resolution

These Terms and any dispute arising out of or relating to them, the Products, or the Services are governed by the laws of the State in which the Work is performed or the applicable order is issued — either Arizona or Utah — without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa County, Arizona (for matters arising in Arizona) or Wasatch County, Utah (for matters arising in Utah), and waive any objection to such venue.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THE PRODUCTS, OR THE SERVICES.

Any dispute not resolved informally shall be resolved by binding arbitration administered in Gilbert, Arizona or Heber City, Utah (in the venue corresponding to the governing law stated above) under the rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction. Each party waives any right to participate in a class or representative action.

37. Limitation of Action

To the maximum extent permitted by law, any claim or cause of action by Customer arising out of or relating to the Products, the Services, or these Terms must be commenced within one (1) year after the cause of action accrues, or it is permanently barred.

38. Contractor Licensing Disclosure

Finish Line Carpentry is a licensed contractor. [Insert required statutory disclosure for the state where the Work is performed — e.g., Arizona Registrar of Contractors (ROC) license number and the consumer-notice language regarding the right to file a complaint with the ROC, or the corresponding Utah Division of Professional Licensing (DOPL) disclosure. These disclosures are mandatory in residential contracts and their exact wording is set by statute. Confirm with counsel.]

39. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

40. No Waiver

Finish Line's failure to enforce any provision is not a waiver of that provision or of its right to enforce it later. Any waiver must be in writing and signed by an authorized representative of Finish Line.

41. Assignment

Customer may not assign or transfer its rights or obligations under these Terms without Finish Line's prior written consent. Finish Line may assign its rights and obligations and may use subcontractors to perform the Work. These Terms bind and benefit the parties and their permitted successors and assigns.

42. Changes to These Terms

Finish Line may update these Terms from time to time by posting the revised Terms on its website. The Terms in effect on the date of Customer's order govern that order. Customer is responsible for reviewing the current Terms before placing each order.

43. Contact Information

Questions about these Terms may be directed to Finish Line Carpentry at:

Finish Line Carpentry, LLC

1405 W Harvard Ave, Gilbert, AZ 85233

License No.: AZ ROC #153523 / UT DOPL #14271129-5501

480-497-4326 | office@finishlinecarpentry.com

Web: finishlinecarpentry.com/terms

By signing a sales order or contract, authorizing Work, accepting products or services, or making payment, Customer acknowledges acceptance of these Terms & Conditions of Sale and Installation.