

WindowStar

Terms & Conditions of Sale

RCP Development, Inc. d/b/a WindowStar ("WindowStar," "Seller," "we," "us," or "our")

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

These Terms and Conditions of Sale ("Terms") govern the sale of products and materials by WindowStar to its customers (each, a "Customer," "you," or "your"). These Terms apply to every quote, estimate, sales order, order acknowledgment, invoice, and sale issued or made by WindowStar, and are incorporated by reference into each such document. By requesting a quote, placing an order, signing a sales order, accepting delivery or pickup of products, or making any payment to WindowStar, you acknowledge that you have read, understood, and agree to be bound by these Terms.

WINDOWSTAR IS A DISTRIBUTOR AND SUPPLIER OF WINDOWS, DOORS, TRIM, AND RELATED MATERIALS ONLY. WINDOWSTAR DOES NOT PROVIDE INSTALLATION, CARPENTRY, OR OTHER LABOR SERVICES UNDER THESE TERMS. PLEASE READ SECTIONS 18 THROUGH 22 CAREFULLY, AS THEY LIMIT WINDOWSTAR'S WARRANTIES AND LIABILITY.

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1. Acceptance of Terms; Entire Agreement

These Terms, together with the applicable quote, signed sales order, and invoice, constitute the entire agreement between WindowStar and Customer regarding the products sold, 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 WindowStar unless made in a writing signed by an authorized representative of WindowStar.

WindowStar expressly rejects and is not bound by any different or additional terms contained in any Customer purchase order, form, or other document, even if WindowStar accepts payment or delivers products, unless WindowStar expressly agrees to such terms 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; (3) these Terms; and (4) the invoice.

2. Definitions

- **“Products”** means the windows, doors, trim, hardware, glass, and related materials and goods sold by WindowStar.
- **“Special-Order Products”** means any Products that are custom-made, made-to-order, special-ordered, configured, sized, finished, or otherwise produced or procured to Customer's specifications or that WindowStar does not hold as standard stock inventory.
- **“Quote”** or **“Estimate”** means a written price proposal issued by WindowStar that is not a binding contract until accepted as described in Section 4.
- **“Sales Order”** means the order document accepted by Customer (by signature, deposit, or other authorization) that, together with these Terms, forms the binding agreement of sale.

3. Quotes and Estimates

All Quotes and Estimates are offers to sell that 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, or production capacity until an order is accepted under Section 4.

Pricing in any Quote or Estimate is based on information available at the time of issuance and on field conditions and measurements being as represented by Customer. WindowStar reserves the right to correct clerical, typographical, pricing, or quantity errors at any time, including after an order is placed, and to revise pricing to reflect changes in manufacturer pricing, material costs, tariffs, surcharges, or final verified measurements and specifications.

4. Orders and Order Acceptance

An order becomes a binding agreement only when accepted by WindowStar, which occurs upon the earliest of: (a) Customer's signature on a Sales Order; (b) Customer's payment of a deposit or the purchase price; or (c) WindowStar's written acknowledgment of the order. WindowStar may, in its discretion, require a deposit or full payment before processing or releasing any order.

Once an order is accepted, Customer is responsible for the full purchase price as set forth in Sections 5, 13, and 25, subject to the cancellation and return limitations stated in these Terms.

Customer is solely responsible for confirming that all Products, sizes, configurations, finishes, quantities, handing, and specifications on the Sales Order are correct before the order is placed into production or procurement.

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 such Products 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, excise, and other taxes, as well as delivery charges, freight, fuel surcharges, and similar fees, unless otherwise stated in writing. If Customer claims a tax exemption, Customer must provide a valid exemption certificate before the order is invoiced; otherwise tax will be charged.

All prices are subject to change to reflect increases in manufacturer pricing, material or component costs, tariffs, duties, freight, or surcharges that take effect before delivery. WindowStar will use reasonable efforts to notify Customer of any material price change affecting an accepted order.

7. Payment Terms

Unless WindowStar has extended written credit terms to Customer under a separate signed agreement, payment for all Products is due in full at one hundred percent (100%) prior to delivery or pickup. WindowStar is not obligated to deliver, release, or schedule any Products until payment has been received and cleared.

Where WindowStar has extended written credit terms, invoices are due and payable according to those terms. Customer agrees that any deposit paid is applied to the purchase price and, except as expressly provided in these Terms, is non-refundable to the extent of costs incurred by WindowStar in producing or procuring Special-Order Products. 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, 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 the rate of 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 on the unpaid balance until paid in full. Imposition of late charges or interest does not waive any other remedy available to WindowStar, including suspension or cancellation of pending orders.

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 incurred by WindowStar, including reasonable attorneys' fees, court costs, collection-agency fees, and related expenses, to the maximum extent permitted by applicable law, whether or not suit is filed.

10. Title, Risk of Loss, and Security Interest

Title to and risk of loss for all Products pass to Customer upon delivery to Customer or to the delivery location, or upon pickup by Customer or Customer's carrier, whichever occurs first. Customer is responsible for insuring the Products from that point forward.

Customer grants WindowStar, and WindowStar retains, a purchase-money security interest in all Products sold to Customer, and in the proceeds thereof, until the purchase price and all related charges are paid in full. Customer authorizes WindowStar to file any financing statements or other documents necessary to perfect this security interest, and agrees to execute any documents reasonably requested by WindowStar for that purpose.

11. Delivery and Pickup

Delivery dates and lead times are estimates only and are not guaranteed. WindowStar is not liable for any delay in delivery or production caused by manufacturers, suppliers, carriers, weather, or any cause beyond its reasonable control, and no such delay relieves Customer of its payment obligations. Customer is responsible for providing safe, accessible, and lawful access to the delivery location and for receiving and inspecting Products at the time of delivery or pickup.

If delivery is to a site, delivery is to the curb or nearest reasonably accessible point unless otherwise agreed in writing. Customer is responsible for unloading, moving, and protecting Products after delivery. If Customer fails to take delivery or pickup when Products are ready, WindowStar may invoice the Products as delivered and may charge reasonable storage fees under Section 14.

12. Inspection, Shortages, and Damage Claims

Customer must inspect all Products at the time of 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 to WindowStar in writing within five (5) business days of delivery or pickup. Claims for concealed damage or defects not reasonably discoverable on inspection must be submitted in writing within five (5) business days of discovery, and in no event 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 any claim for shortage, damage, defect, or nonconformity. Customer must retain the Products and all packaging and make them available for inspection by WindowStar or the manufacturer; Products must not be installed if they are known or reasonably believed to be damaged, defective, or nonconforming, and installation of such Products constitutes acceptance and waiver of any related claim.

13. Returns and Restocking

All window sales and all Special-Order Product sales are final and non-returnable, as stated in Section 5. Returns of standard, in-stock, non-special-order Products may be accepted at WindowStar's sole discretion only if: (a) requested in writing within fourteen (14) days of delivery or pickup; (b) the Products are unused, undamaged, and in original, resalable condition and packaging; and (c) the Products are accompanied by proof of purchase.

Approved returns of eligible stock Products are subject to a restocking charge of twenty-five percent (25%) of the purchase price, plus any freight or handling costs. No returns will be accepted on Products that have been installed, altered, finished, cut, modified, or used. WindowStar may decline any return at its discretion.

14. Storage

If Customer requests or causes WindowStar to hold or store Products beyond the agreed delivery or pickup date, or fails to take delivery when Products are ready, WindowStar may charge reasonable storage fees, and all such Products are stored at Customer's sole risk. WindowStar is not responsible for loss of or damage to Products held or stored at Customer's request or due to Customer's failure to take delivery.

15. Measurements and Specifications

Customer is solely responsible for providing and verifying all measurements, rough-opening dimensions, sizes, quantities, configurations, handing, finishes, and other specifications for all Products, including Special-Order Products. WindowStar relies on the measurements and specifications provided by or approved by Customer and is not responsible for Products that do not fit or perform as expected due to inaccurate, incomplete, or unverified measurements or specifications supplied or approved by Customer.

Any field measurements, takeoffs, or specifications provided by WindowStar as a courtesy are estimates for convenience only and do not transfer responsibility to WindowStar; Customer remains responsible for verifying all measurements and specifications before an order is placed into production or procurement.

16. Product Characteristics and Variations

Customer acknowledges that windows, doors, 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, tint variation, and visible characteristics 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. Glass and product performance characteristics are governed by the applicable manufacturer's published standards.

17. Customer Responsibility for Handling, Storage, Installation, and Care

Customer is responsible for the proper handling, storage, protection, installation, finishing, and care of all Products after delivery or pickup. 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 or pickup. Failure to do so voids all applicable warranties, including manufacturer warranties, 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.
- Products must be stored flat, dry, and protected from moisture, direct sunlight, heat, and jobsite damage prior to and after installation, in accordance with manufacturer guidelines.
- Products must be installed by a qualified, licensed professional in strict accordance with the manufacturer's installation instructions and applicable building codes. Improper handling, storage, finishing, or installation voids all applicable warranties.

18. Materials Only; No Installation Services

WindowStar supplies Products only and does not perform installation, carpentry, or other labor services under these Terms. Any installation, finishing, sealing, flashing, weatherproofing, or related work is the sole responsibility of Customer and Customer's contractors. WindowStar is not responsible for, and disclaims all liability arising from, the installation, workmanship, or labor performed by Customer or any third party, or for any damage, water intrusion, air or water leakage, or failure resulting from improper installation, finishing, or site conditions.

19. Manufacturer Warranties (Pass-Through)

WindowStar is a distributor and reseller of Products manufactured by others. 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. WindowStar makes no independent warranty of its own as to the Products. Customer's sole warranty remedy with respect to product defects is against the manufacturer under the applicable manufacturer's warranty, and Customer agrees to look solely to the manufacturer for any such warranty claim. WindowStar will use reasonable efforts to assist Customer in submitting warranty claims to the manufacturer but assumes no obligation or liability for the manufacturer's honoring of any warranty.

20. Disclaimer of Warranties

EXCEPT FOR THE MANUFACTURER WARRANTIES PASSED THROUGH UNDER SECTION 19, ALL PRODUCTS ARE PROVIDED "AS IS" AND WINDOWSTAR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WINDOWSTAR 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. NO STATEMENT, SAMPLE, OR DESCRIPTION CREATES ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

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

21. 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.

Warranty coverage is further conditioned on Customer's compliance with these Terms, including the handling, storage, finishing, and installation requirements in Section 17. Any warranty is void as to Products that have been improperly handled, stored, finished, installed, altered, modified, or subjected to misuse, neglect, abnormal conditions, or damage after delivery.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WINDOWSTAR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS OR THESE TERMS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID TO WINDOWSTAR FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL WINDOWSTAR 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 THE COSTS OF REMOVAL, REINSTALLATION, LABOR, OR REPAIR OF SURROUNDING PROPERTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WindowStar is not liable for any labor, installation, removal, reinstallation, or jobsite costs associated with defective Products, except to the extent, if any, separately covered by the applicable manufacturer's warranty. The limitations in this Section reflect an agreed allocation of risk and form an essential basis of the bargain between the parties.

23. Indemnification

To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless WindowStar and its officers, owners, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's or its contractors' installation, handling, storage, finishing, or use of the Products; (b) Customer's breach of these Terms; (c) inaccurate measurements or specifications supplied or approved by Customer; or (d) any injury or property damage arising after delivery or pickup that is not caused by WindowStar's sole gross negligence or willful misconduct.

24. Code Compliance and Permits

Customer is solely responsible for determining and ensuring that the Products selected are suitable for Customer's intended application and comply with all applicable building codes, energy codes, zoning requirements, homeowners' association rules, and permitting requirements. WindowStar does not provide code-compliance, structural, or design services, and is not responsible for the suitability of Products for any particular application or for obtaining any permits or approvals.

25. Cancellation

Orders for Special-Order Products and windows may not be cancelled once accepted. Orders for standard stock Products may be cancelled only with WindowStar's written consent and are subject to charges for costs incurred, including restocking charges under Section 13 and any freight or handling costs. Any deposit is non-refundable to the extent of costs WindowStar has incurred in producing or procuring the Products.

26. Force Majeure

WindowStar 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. In such events, the time for performance is extended for the duration of the delay.

27. Governing Law; Venue; Dispute Resolution

These Terms and any dispute arising out of or relating to them or the Products are governed by the laws of the State in which the WindowStar location that issued the applicable order or invoice is situated — 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 transactions arising in Arizona) or Wasatch County, Utah (for transactions 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 OR THE PRODUCTS.

Any dispute that cannot be 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) in accordance with 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.

28. 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 or these Terms must be commenced within one (1) year after the cause of action accrues, or it is permanently barred.

29. 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.

30. No Waiver

WindowStar's failure to enforce any provision of these Terms 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 WindowStar to be effective.

31. Assignment

Customer may not assign or transfer its rights or obligations under these Terms without WindowStar's prior written consent. WindowStar may assign its rights and obligations without restriction. These Terms bind and benefit the parties and their permitted successors and assigns.

32. Changes to These Terms

WindowStar may update or modify 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.

33. Contact Information

Questions about these Terms may be directed to WindowStar at:

WindowStar (RCP Development, Inc.)

1405 W Harvard Ave, Gilbert, AZ 85233

480-497-4326 | office@windowstaraz.com

Web: windowstarut.com/terms

By placing an order, signing a sales order, accepting delivery or pickup, or making payment, Customer acknowledges acceptance of these Terms & Conditions of Sale.