

LOWE'S NEVER STOP IMPROVING INSTALLED SALES CONTRACT

014113

Store Information			
Store Name	LOWE'S COMPANIES CANADA	Store Number	2922
Lowe's Manager Name	JASON PORTER	Store Phone #	613-634-5410
Store Address	1035 GARDINER ROAD	City	KINGSTON
		Province	ON
		Postal Code	K7P 0C1
Lowe's Authorized Representative / Installer†	JASON LORTIE	Lowe's Authorized Representative's / Installer's Phone #	613-572-0309
Is person who solicited and negotiated the contract the same as the Lowe's Authorized Representative? (Y/N)	Y	If yes, please state person's name. If No, mark "N/A".	JASON LORTIE

† Installer will deliver the Goods to the Premises and will perform the Installation Services.

Customer Information	Contact	Number	Best Time To Contact
Customer Name	Home Phone	613 545-9420	
Street Address	Cell Phone	613 539-8534 (Sharon)	
Apartment/Condo #	Business Phone		
City	Province	Postal Code	
	ON	K7M 8H1	
Date	Email Address		
	March 21, 2019		

This is a contract between (i) the entity operating the above-named Lowe's store, being either Lowe's Companies Canada, ULC or Lowe's 220 Limited Partnership (such operating entity being hereinafter referred to as "Lowe's") and (ii) the above-named Customer for the delivery and installation of goods at the Customer's premises (the "Premises") at the following installation address:

Street Address	City	Province	Postal Code
303 KINGSDALE AVENUE	KINGSTON	ON	K7M 8H1

Project Specifications (General Statement) *Pricing is on a package basis and includes all components.

6 Kingguard White Vinyl Windows - Full Frame:

- Standard Energy Star glass package, LOE 80/70, Argon, Super Spacer
- 1 - Living, 3-lite casement, operator/ fixed/operator, 25/50/25 split, 5/8" flat white grill in operators only, Pattern = 2 x 5
- 1 - Kitchen, Single Slider tilt
- 3 - Bedrooms Up, Single slider tilts
- 1 - Down front Bed, 3-lite slider-tilt, 25/50/25 split, 5/8" flat white grill in operators only, grill pattern = 2 x 3

Supply: Install, removal disposal, spray foam, flashing, and primed MDF Colonial casing.

If the above space is not sufficient to list all products applicable to this project installation, additional addendum pages will be considered as part of this Contract but must be marked as "Addendum" and signed by both the Customer and a Lowe's authorized representative.

Anticipated Installation Schedule	Work is to commence upon reasonable availability of the Contractor which is anticipated to be the "Estimated Start Date" listed here. Work is to be completed upon the "Estimated Completion Date" listed here but please note that neither Lowe's nor Lowe's Authorized Installers may be held liable due to any unavoidable delay or failure in performance as specified within the Terms and Conditions of this Contract.	Project Sub Total (Merchandise & Labour)	\$ 5,696.83
Estimated Start Date:		Discounts (if applicable)	\$
Estimated Completion Date:		Tax*	\$ 740.59
May 6, 2019		Total Amount of Sale	\$ 6,437.42
May 24, 2019		Ask About Paying Just (Estimated Monthly Payment)	\$ /Month
	* Where applicable labour is taxable; check local tax restrictions	Method of Payment	
		<input type="checkbox"/> Visa <input type="checkbox"/> M/C <input type="checkbox"/> Amex <input type="checkbox"/> Lowe's Consumer Card	
		<input type="checkbox"/> Lowe's Home Improvement Loan	
		<input type="checkbox"/> Other (specify):	

Said estimated substantial completion date is not of the essence. A statement of any contingencies that would materially change said estimated substantial completion date must be included as an "Addendum" and signed by both the Customer and a Lowe's authorized representative.

NOTICE TO CUSTOMER

All items listed in this Contract and Addendums (if applicable) are to be installed under conditions agreed upon at the time of purchase and at the price appearing on this Contract form. This assumes sound existing substructures, superstructure and points of attachments. Extra labour and material incident to installation necessitated by defective substructures, superstructures, points of attachment, or the moving of fixtures or appliances to be billed at an extra cost to Customer.

PLEASE SEE IMPORTANT NOTICE REGARDING CONSUMER CANCELLATION RIGHTS ON PAGES 3 AND 4 OF THIS AGREEMENT FOR SERVICES PERFORMED IN ONTARIO OR BRITISH COLUMBIA.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE TERMS AND CONDITIONS CONTAINED IN AND A PART OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT AND THAT YOU HAVE BEEN GIVEN AN EXPRESS OPPORTUNITY TO ACCEPT OR DECLINE THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

Signed at KINGSTON this 21 day of March 2019.

Witnessed:

Lowe's Authorized Representative

* [Signature]
Customer

Partner (if applicable)

Customer acknowledges receipt of a true copy of this Contract on the above date of signing which was completely filled in prior to Customer's execution.

TERMS AND CONDITIONS

GENERAL DESCRIPTION. By this installed sales contract (the "Contract"), Customer agrees to purchase and Lowe's agrees to sell the goods and/or materials (the "Goods") and the services to install same (the "Installation Services") in or on the above-identified Premises, for the stated total cash price (the "Price") and according to the specifications and other provisions of the Contract documents, including (a) this Contract form, (b) the Addendum, if and to the extent applicable, (c) and any attached sketches, materials lists, floor plans, and/or specification sheets.

INSTALLATION SERVICES. Customer authorizes Lowe's (a) to arrange for the Installation Services to be performed by an experienced independent Installer (licensed when legally required (the "Installer")), (b) to issue a work order to the Installer to perform the Installation Services, (c) to inspect the Installer's work, and (d) to pay the Installer after completion of the work and after receipt of a certificate, signed and dated by Customer, that the work has been satisfactorily completed (the "Certificate of Completion"). Customer understands that Lowe's will rely upon the Certificate of Completion in paying the Installer for the Installation Services.

GOODS. Lowe's will arrange for delivery of the Goods to the Premises. Any surplus materials upon completion of the Installation Services shall remain the property of the Installer or Customer, as applicable.

PRICE. The Price owed by Customer to Lowe's covers the Goods, Installation Services, and applicable taxes. The Price assumes sound existing substructures, superstructure and points of attachments. The price shall be increased by the cost and reasonable profit to Lowe's of having to provide additional Goods and/or Installation Services as a result of defective substructures, superstructures, or points of attachments.

PAYMENT. Payment of the Price by Customer to Lowe's is due in full upon execution of the Contract, subject to any payment schedule provided in the Addendum.

WAIVER OF LIENS FOR CONTRACTS OF \$3,000 OR LESS. If this Contract is for a Price of \$3,000 or less, Lowe's, on behalf of itself, its Installer, and any subcontractor(s), to the extent permitted by law, hereby fully and unconditionally relinquishes, waives and releases any and all construction and other liens in the Premises which Lowe's might have or acquire, by operation of law or otherwise, as a result of this Contract. In addition, because responsibility for paying its Installer belongs to Lowe's and not to Customer, Lowe's has required the Installer, on behalf of itself and any subcontractor(s), to the extent permitted by law, to fully and unconditionally relinquish, waive and release any and all construction and other liens in the Premises which the Installer or subcontractor might have or acquire now or in the future, by operation of law or otherwise, as a result of this Contract.

ENTIRE AGREEMENT. This Contract accurately states the entire agreement between Customer and Lowe's concerning this sale of Goods and Installation Services and replaces and supersedes all prior agreements and understandings relating thereto, both oral and written. Any additions or changes to this Contract must be in writing signed by Customer and Lowe's.

MANUFACTURER WARRANTY FOR GOODS / LOWE'S WARRANTY FOR INSTALLATION SERVICES. Customer is entitled to any warranty provided by a manufacturer of the Goods sold under this Contract. The Installer will provide Customer with any manufacturer consumer warranty information accompanying the Goods, and Customer may also obtain such information by contacting Lowe's. Lowe's does not warrant the Goods. Lowe's does warrant that the Installation Services will be performed by the Installer in a good and "workmanlike manner." Lowe's warranty for Installation Services shall extend for a period equal to the manufacturer's warranty period on the Goods. Lowe's warranty for Installation services shall extend for a period of one year from the earlier of (1) the date the Certificate of Completion is signed by Customer or (2) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as may be required by applicable law governing consumer warranties for workmanship (the "Warranty Period"). Customer must give Lowe's written notice within the Warranty Period of any warranty claim relating to Installation Services. Customer agrees that its sole and exclusive remedy against Lowe's for a warranty claim is reinstallation in a good and workmanlike manner, including the repair or replacement of any Goods if and to the extent reasonably necessary to correct the defective Installation Services. **Customer shall have no other remedy against Lowe's for a warranty claim, including without limitation remedy for loss or damage caused by normal wear and tear, loss or damage which has not been reasonably mitigated, loss or damage caused by acts of God, incidental or consequential damages for lost profits, sales, injuries to persons or property, or any other incidental or consequential damages.**

Lowe's warranty for Installation Services shall, to the extent permitted by law, be in lieu of any other warranty expressed or implied, including without limitation any implied warranty or condition of merchantability or fitness for a particular purpose. In connection with any warranty claim, Customer agrees, at no cost to Lowe's, to prepare the Premises, including the removal and replacement of fixtures incident to the repair area, so that Lowe's, or its designee, can correct the defective Installation Services without undue delay.

LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES, AND OTHER LAWS. Lowe's or its Installer, as applicable shall be responsible to Customer for obtaining any and all licenses and building permits which are legally required to perform the Contract. If Customer obtains permits on his own, Customer shall be responsible for satisfying all provincial and municipal requirements related to such permit. Lowe's shall also be responsible to Customer for the Contract being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances and other laws. Lowe's shall not be responsible for any pre-existing violations of safety rules, building codes, zoning ordinances or other laws. If a change occurs to any applicable safety rule, building code, zoning ordinance or other law which requires additional Goods and/or Installation Services to perform the Contract, Customer agrees to pay Lowe's the cost and reasonable profit for such additional Goods and Installation Services and to execute a resulting change order or new replacement Contract as requested by Lowe's.

CUSTOMER'S WARRANTY AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS. Customer warrants that performance of this Contract by Lowe's and its Installer will not violate any existing real property easements, covenants, or rights of third parties holding an interest in the real property being improved.

UNDISCLOSED CONDITIONS IN PREMISES. Customer represents and warrants that any defect or weakness in the Premise's structure, substructure, superstructure or points of attachment that might affect performance by Lowe's or its Installer has been specifically and fully disclosed and described in this Contract. If any undisclosed defect or weakness is later discovered after performance of the Contract has commenced and such defect or weakness makes additional Goods and/or Installation Services necessary, Customer agrees to pay Lowe's the cost and reasonable profit for such additional Goods and Installation Services and to execute a resulting change order or new replacement Contract as requested by Lowe's.

DISPUTE RESOLUTION. If Customer has any questions or complaints regarding the Contract, Customer may contact the Lowe's Manager whose names and telephone number appear elsewhere on the Contract. All disputes and claims between Customer and Lowe's concerning this Contract which either party believes cannot be resolved informally, including without limitation any warranty claims, may be resolved by formal legal proceedings or, if permitted by law, arbitration conducted in a manner mutually agreed by the parties and in accordance with applicable provincial and federal laws. Any such arbitration should be held in the municipality or county where the Premises are located or in such other convenient location as the parties may mutually agree and the arbitral tribunal should be directed that any final award shall be issued within ninety (90) days after its appointment by the parties.

REMEDY FOR BREACH. If Customer breaches this Contract, Lowe's, or its assigns, shall be entitled to recover the greater of liquidated damages in the amount of 20% of the total Contract price or such actual damages as Lowe's, or its assignees, prove. Also, if Customer fails to pay Lowe's in accordance with this Contract, Lowe's shall be entitled to recover its legal costs, including reasonable attorney's fees, in connection with obtaining judgment otherwise pursuing Customer for collection.

UNAVOIDABLE DELAY OR FAILURE IN PERFORMANCE EXCUSED. Any delay or failure by Lowe's or its Installer in performing this Contract because of strike, fire, flood, acts of God, inability to obtain Goods, or any other causes beyond the reasonable control of Lowe's or its Installer shall be excused and shall not be breaches of this Contract.

MISCELLANEOUS. This Contract shall be interpreted under and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. If any provision of this Contract is contrary to any law to which it is subject; such unlawful provision shall be ineffective without invalidating the other provisions which shall remain in full force and effect.

LIFETIME BUILDING SOLUTIONS

INVOICE

303 Kingsdale Avenue
Kingston, ON K7M 8H1
June 29, 2020

Job: Metal Roofing Installation

Description			Cost
Services rendered			\$ 9,375.00
		Subtotal	\$ 9,375.00
	Tax	13.00%	\$ 1,218.75
		Total	\$10,593.75

Thank you for your business. It was a pleasure to work for you and your family.

FTS Custom Metal Work Inc.

Quote

FTS Custom Metal Work Inc.

397 Palace Road
Kingston, Ontario
K7L 4T5
Kingston ON
CA

613 328-6917
ftscustommetalwork@outlook.com
Tax Reg No. : RT0001 73530 6474

BILL TO
Sharon / Cecil

Quote # 89
Date May 5, 2022
Due date May 19, 2022

Item	Quantity	Price	Amount
Seamless gutters	1	\$2,900.00	\$2,900.00

Handwritten signature
\$188.50

Subtotal	\$2,900.00
TAX (13%)	\$377.00
Total	\$3,277.00

Amount Due **\$3,277.00**

10 \$/pft 290 ". All corners are custom cut corners / all down pipes are riveted not screwed.