



**Woonsup Choi**  
 2555 N Lake Apt 13  
 Milwaukee WI 53211

414-899-9439  
 supchoi@yahoo.com  
 Date: 03/10/2022  
 Rep: James Shay


**Additional Customer Information**

<b>Job Site Address</b>
2555 N Lake Apt 13 Milwaukee WI 53211

**Capping**

<b>Capping Style</b>	<b>G8</b>
<b>Cap Color</b>	<b>Architectural Bronze</b>

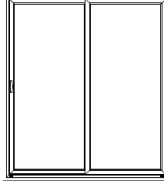
**Windows**

	<b>Style</b>	UW Casement, Triple 1/3	<b>Qty/Location</b>	1 / Other (see notes)
	<b>Size Category</b>	122-131 UI	<b>Vinyl Color</b>	White Vinyl
	<b>Screen Style</b>	Full	<b>Int/Ext</b>	None/None
	<b>Screen Type</b>	Standard	<b>Grids</b>	None
	<b>Obscured Glass</b>	None	<b>Hardware</b>	Standard
	<b>Tempered Glass</b>	None		

**Window Package**  
 Plus - Double Pane Insulated Glass/Low-E Stacked/Argon/HeatStopper Foam/SuperSpacer (Lifetime Warranty)

**Notes** **Aged bronze on all hardware n Sgd**

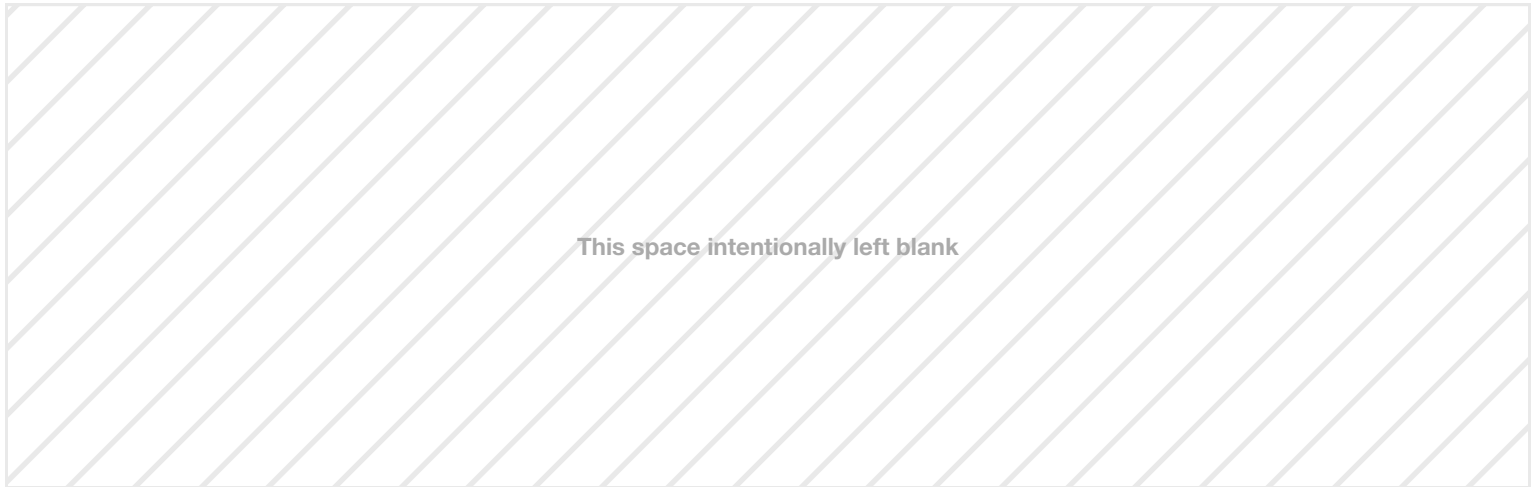
**Sliding Glass Doors**

	<b>Style</b>	Glass Door, 2 Panel, Right	<b>Qty/Location</b>	1 / Ground Floor
	<b>Size</b>	70 3/4 x 79 1/2	<b>Vinyl Color</b>	White Vinyl
	<b>Screen Style</b>	Half	<b>Int/Ext</b>	None/None
	<b>Screen Type</b>	Pet Mesh	<b>Grids</b>	None
	<b>Hardware</b>	Standard	<b>Obscured Glass</b>	None
	<b>Sidelite</b>	None	<b>Tempered Glass</b>	Full
	<b>Transom</b>	None		

**Window Package**  
 Plus - Double Pane Insulated Glass/Low-E Stacked/Argon/HeatStopper Foam/SuperSpacer (Lifetime Warranty)

**Tempering Disclaimer**  
 \*Tempered glass sometimes has minor distortion or "waves" that can be seen at certain angles.

**Notes** **Aged bronze hardware**



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# Totals / Financing

## Additional Financing Details

Includes bogo and all promotions n discounts.. manager approval. Match existing wrap,aged bronze hardware included in contract for all hardware on SGD and triple casement.. cash deal using card for deposit, the rest is due when 100% satisfied and completed. There is no warehouse fee. White vinyl inside and outside

<b>Estimated lead time</b>	12-14 Weeks
<b>Sale Price</b>	\$5,900
<b>Processing &amp; Admin</b>	\$100
<b>Total Project Price</b>	\$6,000
<b>Form of Payment</b>	Credit Card
<b>Initial Investment</b>	\$2,100
<b>Amount Financed</b>	
<b>Balance COD</b>	\$3,900
<b>Credit Card Type</b>	Visa
<b>Credit Card #</b>	4359-9700-0271-3397
<b>Expiration Date</b>	09/2026
<b>Name as it appears on card</b>	Woonsup Choi
<b>Billing Zip Code</b>	53211
<b>Amount</b>	\$2,100

\*Price includes all materials, labor, disposal, promotions, and discounts.

## Financing

Finance Company

## Credit Application Acknowledgment

Not Applicable

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# Promotional Savings Agreements

I will place my order upon initial presentation

YES

I understand and agree to all the above selected PSAs

ds YES

Customer Initials

WC

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(revised 7.17.20)

ALL SALE AGREEMENTS (EACH, AN "AGREEMENT") BETWEEN BUYER AND UWD of Milwaukee, LLC AND/OR UNIVERSAL WINDOWS DIRECT, LLC, AS APPLICABLE (COLLECTIVELY, "UWD") ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM UWD'S TERMS AND CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY BUYER SHALL NOT OPERATE AS A REJECTION OF THE SALE AGREEMENT(S), BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

1. **RESPONSIBILITIES OF BUYER.** Buyer shall be solely responsible for moving and/or removing any and all furniture, blinds and other window treatments, artwork and other valuables, from all relevant areas of Buyer's property prior to the installation of the products and/or services ordered by Buyer from UWD. Buyer shall also move or remove any furniture or other personal property located outside in the immediate vicinity of Buyer's property.

2. **DELAYS IN INSTALLATION.** Buyer acknowledges that delivery/installation dates which may be specified in the Agreement(s) or otherwise in written and/or oral communication from UWD are estimates only. Delays that are due, in whole or in part, to events beyond UWD's control, such as weather, Acts of God, manufacturing delays, labor strikes, material shortages, municipal restrictions or approval processes, or Buyer's inability to qualify for or obtain financing, shall not constitute a breach by UWD of the Agreement(s) or an abandonment of the project.

3. **CANCELLATION BY UWD.** While UWD will make every reasonable effort to supply Buyer with the products and/or services listed on the Agreement(s), there may be occasions where UWD is unable to supply these products or services because, for example: (i) such products or services are no longer being manufactured or available; (ii) UWD is unable to source relevant components or qualified installers; (iii) there was a pricing error; or (iv) the existing conditions at the Buyer's property make installation of the products or services impracticable or impossible at the quoted price. In the event UWD determines that the Agreement(s) cannot be performed as intended by the parties, due to, for example and without limitation, incorrect pricing, unforeseen structural defects or pre-existing conditions at Buyer's property, UWD may cancel the Agreement(s) by written notice, in which event UWD shall return Buyer's deposit. UWD reserves the right to issue any refunds in the same manner in which they were received by UWD, and only after UWD has received confirmation that any Buyer delivered funds have cleared.

4. **BUYER'S LATE CANCELLATION.** If Buyer attempts to cancel the Agreement(s) at any time subsequent to Midnight on the third business day after the date of the Agreement(s), as more fully described in the Notice of Right to Cancel form enclosed herewith, then Buyer agrees to pay UWD a Cancellation Fee equal to the greater of (i) UWD's actual out-of-pocket costs incurred at the time of cancellation, or (ii) 15% of the total purchase price (the "Late Cancellation Fee"), to offset UWD's incurred labor, administrative, and/or materials cost. Buyer acknowledges and agrees that UWD may set off the Late Cancellation Fee against any Buyer deposit.

5. **DISCLAIMERS REGARDING COLORS / OPTIONS / SUBSTITUTIONS.** Buyer acknowledges and agrees that colors, hardware, and options appearing in UWD's marketing materials may differ slightly from the products identified on the Agreement(s) and/or installed at Buyer's property. Buyer further acknowledges and agrees that if any of the products selected by Buyer are unavailable or delayed due to, without limitation, supply chain issues, discontinuation, or other factors, then UWD may substitute products that are of similar features and quality. Buyer further acknowledges and agrees that such substituted products may differ slightly from the products identified on the Agreement(s) and/or UWD's marketing materials with respect to, without limitation, color, locks/hardware, screens, balance systems, insulated glass, foam insert, bevel edge, and/or aluminum coil.

6. **PAYMENT / LATE FEE.** Buyer shall pay all amounts required under the Agreement(s) in-full upon UWD's substantial completion of the products and services set forth in Agreement(s); provided, however, that any punch-list items or service/warranty work shall not delay Buyer's obligation to pay UWD the full price under the Agreement(s). Buyer further agrees to pay a late fee of 1½% per month on all amounts due and owing to UWD accruing from the date such amounts come due until the date of payment.

7. **DELAY BY BUYER / WAREHOUSING FEE.** In the event that UWD advises Buyer orally or in writing that the products or services ordered by Buyer are ready to be installed (the "Installation Notice"), and Buyer thereafter delays the installation, then UWD shall have the right to charge Buyer a warehousing fee for UWD's storage of Buyer's products equal to the greater of: (1) one percent (1%) of the Agreement(s) total price(s) for every week of Buyer's delay of the project(s) following UWD's delivery of the Installation Notice; or (2) \$500.00 (the "Warehousing Fee").

8. **NO SET-OFF.** Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to UWD shall be made without UWD's prior, express written approval.

9. **LIMITATION OF UWD'S RESPONSIBILITY.** Buyer acknowledges and agrees that UWD's responsibility shall be limited to the products and services specifically identified in the Agreement(s). Buyer further acknowledges and agrees that UWD shall not be responsible for any damage or additional work that may be required with respect to the following: structural changes or alterations, HVAC systems and related duct work, water/plumbing/sewer, electrical wiring and switches, cable/satellite systems, home security systems and wiring, and other systems and fixtures located inside or outside Buyer's property. Buyer acknowledges that any existing window treatments may not fit new windows installed by UWD.

10. **LIMITATION OF LIABILITY.** No claim by Buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL UWD BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, INSTALLATION, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD UNDER THE AGREEMENT(S), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

11. **INSPECTION.** Buyer shall inspect the products promptly upon delivery and installation for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Buyer to provide UWD with written notice of a claim within thirty days from the date of installation shall constitute a waiver by Buyer of all claims with respect to such products.

12. **EXCUSES FOR NON-PERFORMANCE.** If the manufacture, transfer, or receipt by either party of any products covered hereby is prevented, restricted, or interfered with by reason of any event beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing, except with respect to Buyer's payment obligations.


13. **GOVERNING LAW.** The Agreement(s) shall be construed, and the respective rights and duties of Buyer and UWD shall be determined, according to the laws of the State of Ohio, without giving effect to its principles of conflicts of laws.

14. **DISPUTE RESOLUTION.** With the exception of any collection action(s) by UWD for moneys owed by Buyer to UWD, which such collection action(s) may be filed in the municipal, state, or federal courts located in the State of Ohio, any dispute, controversy or claim arising out of or related in any way to the Agreement(s), these Terms and Conditions of Sale, and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties, shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place before an arbitrator sitting in Cuyahoga County, Ohio. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Ohio. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award incidental damages, consequential damages, indirect damages, statutory damages, special damages, exemplary damages, punitive damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to the Agreement(s).

15. **MISCELLANEOUS.** The Agreement(s) and these Terms and Conditions of Sale are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Buyer or submitted to UWD. The Agreement(s) and these Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by UWD of any of UWD's Terms and Conditions of Sale or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these UWD's Terms and Conditions of Sale. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Terms and Conditions of Sale.

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I understand and agree to the above Terms and Conditions

Customer Initials 

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# Cancellation Policy

Date of Original Transaction

03/10/2022

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN YOU RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLERS EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:**

Universal Windows Direct location address

N93W14655 Whittaker Way, Menomonee Falls, WI 53051

I hereby Cancel this transaction:

\_\_\_\_\_  
(Print & Sign name)

\_\_\_\_\_  
(Project address)

# Disclosures

I have received a copy of the Pamphlet, Renovation Right: Important Lead Hazard Information for Families, Childcare Providers and Schools<sup>DS</sup>

Customer Initials

WC

When creating an opening, HVAC and electrical work are the customer's responsibility. UWD cannot create an opening with brick, cinder block, or other masonry work.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This contract is valid only with proper signatures. UWD of Milwaukee, LLC shall not be held responsible for time and material delays, strikes, acts of God or any other matters beyond its control. Owner agrees that the equity in this property is security for this contract.

Verbal promises can cause misunderstandings, therefore this contract constitutes an entire understanding of the parties, and no other understanding, collateral, verbal, or otherwise shall be binding, unless signed by both parties. Universal Windows Direct, Inc to remove and haul away all job related debris. All sales and discounts allotted. All charges included above. Thank you for your order.

DocuSigned by:

Woonsup Choi

0CBCEEBEF50B4B7...

Woonsup Choi

03/10/2022

Date

James Shay

03/10/2022

Date

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