



Sales Contract for Services

Version 6 | Document date: October 20, 2026

1.0 Company. Apex Windows, LLC ("Apex" or "Company"). Contact: sales@apexwindowstx.com; (214) 263-3008; 6800 Weiskopf Ave, Suite 150, McKinney, TX 75070.

2.0 Customer/Purchaser. The person or entity named in the accepted estimate ("Customer" or "Purchaser"). The service address stated in that estimate is the "Property." A person accepting for an entity or property owner represents that they have authority to do so.

3.0 Effective Date and Acceptance. This Agreement becomes effective when the Customer signs or digitally accepts the estimate or this Contract after receiving the identified Contract, Terms and Conditions, and Warranty package. The estimate record identifies the Customer, Property, scope, products, price, and acceptance date. Mere website use does not create a project contract. Any additional signatures or transaction-specific formalities required by law must be completed separately.

4.0 Payment. Unless a different payment schedule is agreed in writing in the accepted estimate, a deposit of up to 60% of the total project price is due upon acceptance of the Contract, depending on the cost of materials. Each project's deposit will be based on Apex's cost of materials. The remaining balance is due upon completion of the contracted services. Approved written change orders will state any corresponding payment adjustment.

5.0 Contract Documents and Scope. The accepted estimate and approved written change orders define the work and products purchased. The dated Terms and Conditions and Limited Warranty identified in Section 22.0 form part of this Agreement. Lien rights, if any, are addressed solely in Section 20.0; this section does not create a separate lien or waiver.

6.0 Remedies of Default. If a party materially fails to perform an obligation, including a payment when due, the other party may give written notice describing the default in reasonable detail. The receiving party has fifteen (15) days after receipt to cure, unless a longer period is required by law or agreed in writing. If the default is not cured, the notifying party may terminate by written notice and pursue remedies permitted by law. Termination remains subject to Section 19.0, accrued obligations, covered warranty duties, and nonwaivable rights. This process does not authorize removal of installed materials or eliminate required legal notices.

7.0 Force Majeure. If performance is prevented, restricted, or delayed by circumstances beyond a party's reasonable control, the affected obligations are suspended only to the extent and for the duration reasonably necessary. Examples include severe weather, natural disasters, fire, government actions, national emergencies, war, riots, labor disruptions, utility failures, or supplier failures outside the affected party's reasonable control. The affected party will give prompt notice, use reasonable efforts to avoid or reduce the delay, keep the other party informed, and resume performance promptly when able. A party's own acts or omissions, including those of persons performing work on its behalf, are not excused when within that party's reasonable control. This provision does not permanently eliminate a warranty, payment accounting, cancellation, or refund obligation.

8.0 Homeowners Associations and Permits. Customer is responsible for obtaining required homeowners association approvals and paying related approval costs before work begins. Customer is responsible for permit fees unless included in the accepted estimate. Apex and Customer will coordinate which party obtains necessary permits; no work requiring a permit will begin without it, and neither party is relieved of a duty imposed on that party by law.

9.0 Existing Landscaping. Apex will exercise reasonable care to protect existing landscaping and the Property while performing the work.

10.0 Window Coverings. Customer will remove drapes, blinds, and other window coverings before installation. Removal, reinstallation, or replacement of those coverings is not included unless stated in the accepted estimate. This scope limitation does not release Apex from responsibility for damage it causes or covered workmanship.

11.0 Alarm Systems. If window sensors are connected to an alarm system, Customer is responsible for arranging with the alarm provider to disconnect and reconnect them unless otherwise agreed in writing.

12.0 Old Window Removal and Cleanup. Apex will remove and dispose of old windows and glass removed as part of the contracted work and reasonably clean the work area, unless the accepted estimate states that Customer will retain specified items.

13.0 Project Delays. Scheduled dates may change because of weather, material availability, approved project changes, site conditions, or other circumstances reasonably affecting the work. Apex will notify Customer promptly, explain the reason, and coordinate revised dates. Reasonable mitigation and notice obligations in Section 7.0 also apply. A schedule change is not permission to change the scope, price, or warranty without written approval.

13.1 Liability and Indemnification. Customer does not give a blanket release of Apex by accepting this Agreement. Any applicable limitation of liability or indemnification is limited to Terms and Conditions Sections 11 and 15 and applicable law. No release, limitation, or indemnity excuses Apex's covered workmanship obligations or makes Customer responsible for Apex's own negligence or misconduct.

14.0 Insurance. Apex maintains general liability insurance for covered claims arising from its operations. A copy of the declaration page is available upon request. Actual insurance coverage is subject to the policy; this statement is not a guarantee that every claim is insured.

15.0 Worksite Injuries. Apex is responsible for managing the safety of its personnel and subcontractors while performing the work. Customer is not responsible merely because an Apex worker is injured at the Property. Responsibility for an injury remains subject to applicable law and the conduct of the persons involved; this Agreement does not waive an injured person's independent rights.

16.0 Survival. Obligations that by their nature survive completion or termination remain effective only for their stated duration or the period required by law. This includes payment accounting, confidentiality and permitted records retention, lawful dispute remedies, and unexpired warranty obligations. Survival does not extend the express one-year workmanship period indefinitely or shorten other legal rights.

17.0 Governing Law and Dispute Resolution. Texas law governs, subject to applicable federal law and other nonwaivable rights. The parties will try in good faith to resolve disputes through direct discussion for up to thirty (30) days after written notice. This is not a mandatory warranty-dispute exhaustion requirement and does not prevent required notices, protective filings, urgent relief, or pursuit of remedies available without that process. Unless mandatory law requires otherwise, litigation will be brought in a state court of competent jurisdiction in Collin County, Texas, or a federal court serving Collin County that has jurisdiction. Neither party is required to arbitrate unless both separately agree in writing. Manufacturer disputes remain subject to the applicable manufacturer's warranty and applicable law.

17.1 Costs and Attorney's Fees. In an action to enforce this Agreement, a prevailing party may recover reasonable attorney's fees, court costs, and other recoverable expenses only to the extent permitted by applicable law. This provision does not alter statutory fee rules or reduce a Customer's nonwaivable remedies.

17.2 Severability. If a court of competent jurisdiction finds a provision invalid, illegal, or unenforceable, the remaining provisions remain in effect to the extent they can operate lawfully without it.



18.0 Warranty. The following schedule applies to the products and services purchased. The Apex Windows, LLC - Limited Warranty, Version 4, dated September 15, 2026 contains the detailed Apex coverage, exclusions, claim process, remedies, and transfer terms and is incorporated into this Agreement.

Product or service	Manufacturer product warranty	Apex workmanship
New windows - complete window/frame replacement: frames	Lifetime (manufacturer-defined)	1 year
New windows - complete window/frame replacement: glass	20 years	1 year
Standalone insulated glass unit (IGU) replacement	10 years	1 year
Shower glass	10 years	1 year
Sliding glass / patio doors	10 years	1 year
Other window and glass services, including mirrors and commercial glass work	As stated in the applicable product manufacturer warranty, if any	1 year

"Lifetime" is defined in the selected manufacturer's written warranty, provided before acceptance. Manufacturer coverage, start dates, components, exclusions, proration, transfers, remedies, and costs follow that warranty. The five exclusions below apply only to Apex workmanship.

The 20-year glass period applies to glass supplied as part of a complete new window/frame replacement. The 10-year IGU period applies to a separately purchased replacement insulated glass unit without replacement of the entire window/frame. Sliding glass/patio doors are in their own 10-year product category and do not inherit the new-window frame or glass periods. A replacement supplied under an existing manufacturer warranty remains subject to that warranty; it is not automatically treated as a new standalone IGU purchase.

Apex Windows, LLC ("Apex") warrants the workmanship of all window and glass services performed by Apex, including services performed by subcontractors on Apex's behalf, for one (1) year from completion of the applicable service. This applies to residential and commercial work. The completion date will be recorded in the job record or completion documentation; the start of coverage is not delayed until payment, registration, or claim submission.

Apex will correct covered defects caused by its workmanship at no charge for the covered corrective work, including the labor and installation materials reasonably necessary to correct that workmanship. Covered issues include air or water infiltration, operational problems, and defects in the original application of caulking or sealants when caused by improper Apex workmanship. Apex may repair, adjust, or replace affected work as reasonably necessary to correct the covered defect.

This workmanship warranty excludes only damage or failure caused by:

- **Normal wear and tear:** Ordinary deterioration from normal use that is not caused by defective workmanship.
- **Misuse or abuse:** Use of the product in a manner inconsistent with its intended purpose or the manufacturer's instructions.
- **Accidental damage:** Sudden impacts, drops, spills, crashes, or damage caused by natural disasters.
- **Neglect or poor maintenance:** Failure to perform appropriate maintenance consistent with the care instructions provided for the product.
- **Unauthorized repairs or alterations:** Damage or failure caused by repairs, alterations, or modifications performed by someone other than Apex or a vendor approved by Apex.

An exclusion applies only to the damage or failure caused by the excluded event or conduct. Unrelated work by another provider does not automatically void otherwise valid coverage. These exclusions do not excuse defective workmanship or damage caused by Apex or persons performing work on Apex's behalf. An unrelated building condition is not, by itself, proof of an Apex workmanship defect or a reason to deny a separate covered defect.

Apex will help coordinate manufacturer product claims. The manufacturer's written warranty determines the product remedy and the costs it covers. A product defect alone is not an Apex workmanship defect, even if discovered during the first year. For a manufacturer-only claim, the Customer is responsible for removal, reinstallation, service-call, shipping, disposal, or other costs not covered by the manufacturer or separately promised in the accepted estimate. Apex will identify any Customer-paid costs in a written quote and obtain approval before chargeable work begins. No such charge applies to covered corrective work under Apex's one-year workmanship warranty.

Apex will identify the selected manufacturer and product and provide the applicable written manufacturer warranty with the estimate package before acceptance and again at completion. Apex will supply products meeting the stated coverage schedule unless the Customer expressly approves a different product and warranty schedule in writing before ordering. Any discrepancy between the schedule and the selected manufacturer's warranty must be resolved and disclosed before acceptance; a general reference to manufacturer terms is not permission to substitute shorter coverage without approval.

Please report problems promptly to sales@apexwindowstx.com or (214) 263-3008. Warranty Section 6 contains the full claim procedure, including the treatment of defects that arose during coverage but are promptly reported afterward. Warranty Section 7 retains the one-time transfer of the unexpired Apex workmanship period, with written notice within 30 days of property transfer and a \$350 fee. Manufacturer transfer rights and fees are separate. No other provision of this Agreement adds a workmanship exclusion or reduces the covered corrective-work remedy.

19.0 Deposits, Cancellation, and Refunds. Before project-specific materials are ordered, the deposit is refundable. Once project-specific materials are ordered, the deposit is nonrefundable, subject to applicable cancellation and refund rights and the provisions below. If Apex cancels an accepted project before work begins for a reason other than the Customer's uncured material default, Apex will refund all payments received for that project. If Apex cancels after work begins for a reason other than the Customer's uncured material default, Apex will provide an accounting and refund payments exceeding the agreed value of conforming work performed and materials delivered to and retained by the Customer. Apex may not charge the Customer for unused, undelivered materials solely because Apex elected to cancel. Any amount retained following a Customer default remains subject to applicable law and an accounting of amounts properly due.

Nothing in these documents waives a cancellation, rescission, notice, disclosure, or refund right required by applicable law. Where a statutory cancellation right applies, Apex will provide the required notices and forms; ordering materials does not defeat that right. An appointment cancellation or rescheduling request is not, by itself, a cancellation of the underlying project contract.

20.0 Mechanic's and Materialman's Lien Rights. Labor, materials, equipment, or services supplied to improve the Property may give rise to lien rights for unpaid amounts only to the extent permitted by applicable law. Apex may provide required notices and record or enforce a lien only after satisfying all applicable statutory and constitutional requirements. For homestead or other residential property, any required written contract, owner and spouse signatures, timing, disclosures, filing, and other formalities must be satisfied; this clause does not deem those requirements satisfied or substitute for required notices and forms. Customer does not waive a statutory protection by accepting this Agreement. Apex may pursue lawful collection remedies and recover costs only as allowed by law. Apex has no contractual right to enter the Property or remove installed materials through self-help merely because payment is overdue.

21.0 Photography, Video, Audio Recording, and Media Use

After receiving this Agreement and accepting the estimate, Customer authorizes Apex and its employees, subcontractors, agents, and service providers to photograph and make video and audio recordings in the work areas at the Property, subject to the opt-out below and Terms and Conditions Section 10. Recording may include existing conditions, materials, installation, repair, cleanup, completed work, and Customer's image, voice, or statements if Customer participates. Permitted documentation, training, portfolio, and public marketing uses, ownership, privacy safeguards, and

independent rights of other occupants are described in Terms Section 10. Apex will not intentionally publish sensitive personal information or feature a minor without separate parent or guardian permission.

Opt-out. You may opt out of recording, public use, or both at no charge and without affecting the price, scheduling, or performance of the Services. To opt out, email sales@apexwindowstx.com, call or text (214) 263-3008 before the service appointment, or notify the Apex crew chief before recording begins. Apex will stop the recording or public use covered by the opt-out after receiving notice. Apex will not use affected materials in new public marketing and will make reasonable efforts to remove them from digital channels it controls. Apex is not required to retrieve materials previously and lawfully distributed or copied by others. Existing copies reasonably necessary for job documentation, warranty, insurance, safety, or legal purposes may be retained with restricted internal use, subject to applicable law. Other copies will be deleted where reasonably practicable. An opt-out does not require destruction of records that must lawfully be retained.

Interviews and testimonials. Participation is voluntary. Statements must reflect the Customer's honest opinions and experience. Apex may edit for length, clarity, formatting, or technical quality but will not materially misrepresent those opinions or experience.

22.0 Miscellaneous and Incorporated Terms

This Agreement incorporates the Apex Windows, LLC - Terms and Conditions, Version 5, dated October 20, 2026 and the Apex Windows, LLC - Limited Warranty, Version 4, dated September 15, 2026, both provided with the accepted estimate. For warranty matters, the dated Apex Limited Warranty governs Apex's express workmanship warranty, and the applicable manufacturer's written warranty governs that manufacturer's product warranty obligations. For non-warranty matters, the Sales Contract controls over conflicting Terms and Conditions. A specific written modification expressly approved by both parties controls the provision it identifies, but cannot waive a nonwaivable legal right. No general limitation overrides Apex's express obligation to correct covered workmanship at no charge.

Additional work, product substitutions, or price changes require a written change order approved by Customer before the affected work proceeds. Apex may decline a project before acceptance. After acceptance, Apex may cancel only by written notice for an uncured material default under Section 6.0, inability to proceed lawfully or safely, material unavailability or site conditions that prevent the agreed work and cannot be resolved through an approved change, or another written agreement between the parties. Any cancellation is subject to the accounting and refund provisions in Section 19.0; Apex does not reserve an unrestricted right to void an accepted contract.

This version applies to new agreements that identify and include it. It does not retroactively replace, shorten, or eliminate coverage or other rights under a previously accepted agreement. A later website update does not change an existing customer contract or warranty without a valid, expressly agreed written modification.

Acceptance acknowledgment. By signing or digitally accepting the estimate or this Contract after receiving the identified documents, Customer acknowledges receipt of this Contract, the dated Terms and Conditions, the dated Limited Warranty, and the applicable manufacturer warranties. The acceptance record identifies the parties and date. Photography and media consent remains subject to the no-charge opt-out. Transaction-specific cancellation notices, homestead signatures, or other required forms must be supplied and completed when applicable.