

## 1. Company Overview

Modern Window Solutions INC. is an insured S Corporation proudly serving South Florida. We specialize in the sales, installation, and servicing of high-quality impact windows and doors, as well as custom carpentry and full-home remodeling. All work is completed by our trusted in-house installation team.

## 2. Warranties

Manufacturer Warranties • Vary by brand; typically 5 years.

Installation Warranty • New Installations (Windows & Doors): Covered by a 20-year installation warranty. • Repairs or Services (Windows & Doors): Covered by a 1-year installation warranty, which includes free labor for installation-related issues. Parts are not included. • All Other Services: Covered by a 1-year installation warranty.

### Warranty Limitations

Warranties cover installation-related issues only. They do not cover: • Normal wear and tear • Damage due to misuse or third-party alterations • Broken or defective parts • Manufacturer-related issues

Determination of an installation-related issue and method of resolution is at the sole discretion of Modern Window Solutions.

## 3. Payments & Financing

We accept: • ACH Bank Transfers • Credit/Debit Cards • Zelle • Cash App • Acorns Financing (subject to approval)

### Deposit Requirements

For jobs involving material purchases, a deposit equal to 50% of the total job cost is typically required.

In cases where discounts are applied, if the cost of materials exceeds 50% of the total job, the deposit must cover the full material cost.

## 4. Late Payments

All late payments are subject to a \$1.00 per day fee until the balance is paid in full.

5. Scheduling & Cancellations • All scheduling must be coordinated directly with Modern Window Solutions. • For jobs without advance material orders,

cancellations must be made prior to the job start date. • For jobs with material orders, no refunds will be issued once materials have been ordered.

6. Estimates & Pricing • In-home Estimates/Consultations: \$59 fee • Waiver Option: The estimate fee can be waived or credited toward the job total if the proposal is accepted. • Price Matching: We do not offer a price match guarantee, but we will make every effort to match verified estimates from reputable competitors.

7. Project Timeline • Installation timelines vary by project type. • Exact completion times are not guaranteed; however, the installer on-site will provide an approximate timeframe once work begins.

#### 8. Permits & HOA Approvals

Modern Window Solutions and/or its affiliates are responsible for acquiring all required permits and obtaining HOA approvals as necessary.

#### 9. Photos & Marketing Use

We take before-and-after photos of completed projects for documentation and marketing purposes. By accepting these terms, you grant us permission to use images of your project in promotional materials unless otherwise stated in writing.

10. Delays & Liability • Delays may occur due to weather (e.g., storms, rain) or manufacturer-related supply issues. • We are fully insured and committed to protecting your home during all phases of construction. • We are not liable for: • Acts of God • Manufacturer defects • Customer-supplied materials

#### 11. Privacy Policy

We collect customer information (name, address, contact details, project details) solely for: • Internal record keeping • Customer communication • Promotional updates and offers

We do not sell or share your information with outside parties. Your data is securely stored using platforms such as QuickBooks and Townsquare Interactive.

#### 12. Cookies & Tracking

Our website uses cookies and similar tracking tools to enhance user experience and analyze traffic. By using our website, you consent to this practice.

### 13. Governing Law & Disputes

These terms are governed by the laws of the State of Florida. All disputes must be resolved through arbitration or in a court of competent jurisdiction within the state of Florida.

### 14. Non-Payment & Mechanics Lien Notice

By entering into a service agreement with Modern Window Solutions INC., the customer acknowledges and agrees that failure to make full and timely payment for services rendered and/or materials supplied may result in the filing of a Mechanics Lien (also known as a Construction Lien) in accordance with Chapter 713 of the Florida Statutes.

If payment is not received in accordance with the agreed payment terms:

- The customer is deemed to have provided intent and consent for Modern Window Solutions INC. to initiate a lien on the property where work was performed.
- This lien may be filed against the title of the property where services or materials were furnished.
- The lien will remain in effect until the outstanding balance is paid in full, and may result in legal action, including but not limited to, foreclosure proceedings on the property.

Customers will be responsible for all fees and costs, including reasonable attorney's fees, court costs, and filing fees incurred in the process of enforcing or releasing the lien.

Notice: Florida law requires contractors, subcontractors, and material suppliers to notify property owners of their right to file a lien if unpaid. By accepting these terms, you acknowledge receipt of this notice.

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Contact Us

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