Pella Expert Installer Agreement

This Agreement is made this 30 day of May, 2021, by and between

Pella Mid Atlantic ("Pella Sales Entity") and

Caleb Home Improvement LLC ("Subcontractor").

RECITALS

Whereas, Pella Sales Entity is in the business of selling windows, doors, and related products to the general public and markets installation services to the general public. Pella Sales Entity generally does not perform installation work and instead contracts with subcontractor businesses to perform installation services. These business entities are referred to as Pella Expert Installers ("Pella Expert Installer" or "Subcontractors").

Whereas, Subcontractor is in the separate and independent business of providing building, construction, and remodeling services to the general public, is customarily engaged in remodeling business within the construction industry and recognizes the business advantages, recognition, and goodwill associated with the branding and marketing as a Pella Expert Installer and wishes to obtain those benefits.

Whereas, Subcontractor understands that, as a condition of Pella Sales Entity offering Subcontractor the benefits associated with this brand recognition and goodwill, Subcontractor must execute this Pella Expert Installer Agreement and ensure completion of the Pella Expert Installer certification by an adequate number of workers to ensure that a certified Pella Expert Installer provides onsite supervision on every project.

Whereas, Pella Sales Entity wishes to contract with Subcontractor as an independent contractor to perform installation and related services from time to time on a non-exclusive basis for products related to replacement projects.

Whereas, Pella Sales Entity recognizes that the performance of such installation and related services requires specialized skill, knowledge, and expertise possessed by Subcontractor before contracting with Pella Sales Entity.

Whereas, Subcontractor if required by state or local law, contractor is a licensed contractor in the construction industry , with all appropriate businesses licenses in place, and operates a bona fide business that is separate and independent from Pella Sales Entity; that is in good standing; and that has the resources, tools and equipment, expertise, skills and capability to perform installation, repair, replacement, and related services from time to time and wishes to perform such services for customers as a Pella Expert Installer.

Whereas, Subcontractor recognizes that it operates a separate and independently established business, and that employees of the Subcontractor are not employees of Pella Sales Entity or any Pella affiliate.

In consideration of the mutual promises herein contained the receipt and sufficiency of which is acknowledged, it is agreed as follows:

ARTICLE 1: THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Pella Expert Installer Agreement consist of this **Agreement,** including all separately executed Exhibits thereto, all written Modifications of this Agreement, all agreed-upon individual work orders (Acceptance Forms), any subcontractor compensation schedule, the Arbitration Agreement attached hereto, and the agreement between Pella Sales Entity and its customer pertaining to such Acceptance Forms, including the installation warranty and in any service agreement (**"Customer Sales Agreement"**). These documents constitute the entire agreement of the parties and supersede all prior agreements, discussions, negotiations, understandings, representations, conditions, warranties, and covenants between them with respect to this subject matter. This Agreement may be modified by a writing signed by all parties and pursuant to a Change Order as set forth in Article

5. These are the sole Contract Documents and supersede any prior documents signed by the parties.

ARTICLE 2: THE WORK

2.1 Pella Sales Entity contracts with Subcontractor, as an independent contractor in the construction industry, to perform a part of the work which Pella Sales Entity has contracted with its customer pursuant to a Customers Sales Agreement, to provide on the project, pursuant to a Project Acceptance Form between Pella Sales Entity and Subcontractor. Subcontractor shall not be considered or deemed in any way to be an employee, agent or servant of Pella Sales Entity, Pella Corporation, or any other related entity. Subcontractor is responsible for managing and performing all designated work, performing the work according to manufacturers' installation instruction, and for meeting the customer expectations described in the Customer Sales Agreement. Pella Sales Entity does not and will not exercise any control over the manner, method, and means by which Subcontractor performs designated work.

2.2 With the exception of Pella Products furnished under a Customer Sales Agreement, Subcontractor agrees to furnish all labor, material, skill, and equipment necessary to perform all the work identified and reasonably inferable from all project information delivered to Subcontractor. Pella Sales Entity makes available to Subcontractor the Pella Product ordered by the customer, which may include an installation kit. Subcontractor shall provide all other materials to be used for the project at Subcontractor's sole expense, unless otherwise agreed. Subcontractor shall also furnish all tools, scaffolding, hoisting, transportation, and any other equipment needed for the job.

ARTICLE 3: COMMENCEMENT AND COMPLETION

3.1 For each project, an agreement is reached and the job commences when the Subcontractor and Pella Sales Entity execute a Project Acceptance Form for an individual job. Subcontractor has 48 hours from receipt of the Project Acceptance Form to accept, decline, or further negotiate the project terms. Pella Sales Entity is not required to offer Subcontractor any specific number of jobs and Subcontractor has the right to refuse any proposed job at Subcontractor's sole and absolute discretion. Subcontractor is encouraged to make Pella Sales Entity aware of its availability and capacity to perform work.

3.2 Subcontractor agrees to complete its work on a project within the schedule agreed upon with the customer as contained in the Customer Sales Agreement. Subcontractor retains the right to determine when such work will be performed within this schedule, provided, however that Pella Sales Entity's contractual obligation to the customer is fulfilled. The parties acknowledge that at times the schedule may be altered at the customer's request. If, for good cause, Subcontractor is unable to meet a schedule, it shall immediately notify Pella Sales Entity. If Subcontractor fails to timely complete the work, Subcontractor shall bear the risk of loss and be responsible for whatever losses, expenses, or damages are sustained by Pella Sales Entity as a result of the delay.

3.3 Subcontractor shall be responsible for taking delivery of the Pella product from the Pella Sales Entity at a location mutually agreed upon by Subcontractor and Pella Sales Entity and shall coordinate delivery and installation with the Pella Sales Entity and customer.

3.4 Prior to Installation, Subcontractor shall be responsible to check the accuracy of the entire order and check product for any visual damage to the packaging. Subcontractor shall immediately report any observed, visible damage to Pella Sales Entity. Any damage must be reported immediately. If any Product is not in the proper condition to be installed and Subcontractor nevertheless installs the Product, it assumes full responsibility for any damage and shall incur all expenses up to and including the product and labor charges.

3.5 Should Subcontractor at any time fail to start the work promptly, neglect to supply sufficient number of properly skilled workers or sufficient materials of proper quality, or fail in any respect to prosecute the work with promptness and diligence, or if Subcontractor should fail to perform its responsibilities under this Agreement in any material respect, Pella Sales Entity may, at its sole option and without compromising its rights under this Agreement, retain the services of a different subcontractor to perform all or a portion of Subcontractor's work and charge the cost to Subcontractor, entitling it, among other things, to deduct the cost thereof from any money then due or thereafter to become due to Subcontractor, when permitted by law. And, by signing below, Subcontractor

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explicitly authorizes any such deductions. If such expenses or damage shall exceed the unpaid balance, Subcontractor shall pay the difference to Pella Sales Entity.

ARTICLE 4: PRICE AND PAYMENT

4.1 For each project, Subcontractor shall be paid the project amount set forth and negotiated in the individual job Acceptance Form which may include incentivized delayed commissions if applicable and specifically negotiated with Subcontractor. The parties agree that the sum set forth on the Acceptance Form shall represent the total sum to be paid to the Subcontractor in connection with any services performed under this Agreement, except as otherwise provided in accordance with the terms of the Subcontract Agreement.

4.2 Payment shall be made to Subcontractor within thirty (30) days of receipt of both a Certificate ofCompletion executed by the customer and Subcontractor's invoice. Subcontractor shall be responsible for obtaining the customer's signature on a completed Certificate of Completion and, unless otherwise instructed, collecting from the customer the payment due Pella Sales Entity under the Customer Sales Agreement. Subcontractor is responsible for obtaining from Pella Sales Entity an invoice showing amount due from customer upon completion of Subcontractor's work and shall mark invoice paid and provide copy to customer upon receipt of payment from customer. Subcontractor shall forward the completed Certificate of Completion and customer's payment and expert installer's invoice to Pella Sales Entity within 24 hours. Subcontractor acknowledges that receipt by Pella Sales Entity of a completed Certificate of Completion and the customer's payment is a condition precedent to its right to be paid any monies for work under Agreement. Subcontractor is not authorized to negotiate on behalf of Pella Sales Entity with the customer regarding final payment; nor it is authorized to take any actions with respect to receipt of the customer's final payment except to deliver it to Pella Sales Entity.

4.3 Notwithstanding the foregoing, payments will be made to Subcontractor in accordance with any applicable Prompt Payment Act.

ARTICLE 5: CHANGES

5.1 The work to be performed on a project may be modified by Pella Sales Entity, without invalidating this Agreement, by written Change Order. No change to the schedule or cost beyond any set forth in the Change Order shall be made to the applicable Acceptance Form unless Subcontractor gives Pella Sales Entity written notice thereof within three (3) days of receipt of the Change Order. If timely notice is provided, then any change shall be made pursuant to ¶ 5.2 of this Agreement.

5.2 Subcontractor acknowledges that the installation of replacement windows and doors may result in encountering a variety of existing conditions, including deteriorated construction, water damage, mold, dry rot, faulty construction, difficult access conditions, and the like. Encountering such conditions will not give rise to the basis for an adjustment in compensation unless the conditions were not reasonably discoverable by the installer prior to installation and also are particularly unusual and disruptive, in which case Subcontractor shall immediately: (a) notify Pella Sales Entity of its claim for additional compensation and the amount of compensation requested based on the circumstances, and (b) provide a complete basis for its request (including photographs of the conditions it claims entitle to additional compensation from Pella Sales Entity). Subcontractor shall continue with that portion of the work for which it makes no claim and will not proceed with the affected work until it receives notification from the Pella Sales Entity. A Modification, with a revised payment schedule, may be issued by the Pella Sales Entity. In the event the Pella Sales Entity and Subcontractor cannot agree on price or schedule, Subcontractor agrees to complete the project pursuant to the terms contained in the Change Order and Acceptance Form but preserve its claim for ultimate resolution pursuant to the terms of this Agreement. Pella Sales Entity agrees to pay all undisputed amounts to Subcontractor pursuant to terms of this Agreement.

5.3 If Subcontractor receives instructions from the customer that Subcontractor believes changes its work, Subcontractor shall immediately notify Pella Sales Entity and submit a cost estimate for any additional work.

Subcontractor shall be entitled to no additional compensation or time for any work or action taken with respect to a request by a customer unless it first obtains approval to proceed with such additional work or action from Pella Sales Entity.

5.4 Where Subcontractor is entitled to additional compensation but no consensus has been reached as to the amount due for the additional work, either by way of a lump sum proposal or otherwise, Subcontractor shall be compensated at the project rates set forth in the Subcontractor Compensation Schedule, which shall be inclusive of overhead and profit due Subcontractor for the additional work. Subcontractor shall be responsible for maintaining complete and accurate records for all additional work and shall supply the same to Pella Sales Entity in connection with its request for payment. In no event shall Subcontractor perform any work for which it claims additional compensation without first notifying Pella Sales Entity and complying with the conditions of this article.

ARTICLE 6: SUBCONTRACTOR'S RESPONSIBILITIES

6.1 Consistent with good industry practice, Subcontractor agrees at its own expense to take all necessary precautions to protect the work, including the work of other trades and subcontractors, and the premises upon which the work is performed, from any damage caused by Subcontractor's work, including, but not limited to, the following:

6.1.1 Provide properly qualified workers.

6.1.2 When required, Subcontractor shall procure and maintain all Building permits, Licenses, and Governmental approvals necessary for it to perform its work at Subcontractor's own expense, in the Subcontractor's own business name, and pay all costs associated with these items.

6.1.3 All necessary precautions to prevent soiling of or damage to other parts of the building, floor coverings, proper covering of all furnishings, and personal property.

6.1.4 Reasonable precautions to prevent damage to plants and landscaping on the property

6.1.5 Isolation of project rooms and areas to contain fumes, dust, debris, cold, rain, snow, or other construction and weather-related conditions from entering other portions of the premises and follow lead-safe practices when appropriate.

6.1.6 Cleanup and neat and orderly storage of all equipment and materials at the end of each workday.

6.1.7 Cleanup of the project site at the conclusion of the project and restoration of the site to a neat and clean condition (except as necessarily modified by the project itself or customer).

6.1.8 Proper disposal of all debris resulting from the project.

6.2 When installing all products, Subcontractor agrees to follow the manufacturer's recommended installation instructions or shop drawings or other instructions specific to the project provided by the manufacturer. Subcontractor agrees to utilize industry best practice when performing all work. Subcontractor shall remain responsible for determining how to perform such services within these manufacturer's recommended installation instructions, drawings, or other instructions, it being understood that the primary interest of Pella Sales Entity is the results achieved by Subcontractor, including but not limited to compliance with the customer's expectations and the manufacturer's recommended installation instructions.

6.3 Subcontractor shall perform the work and all services under this Agreement in a safe manner and shall comply with all applicable laws, rules, orders, ordinances, and governmental requirements, including but not limited to those governing the safety of persons or property, all applicable building codes and regulations, including EPA-RRP Rules, OSHA safety regulations, all state and local safety regulations, and all applicable federal, state, and local expenses, fees, taxes, and penalties connected with such legal compliance, including sales (on all product and materials not supplied by Pella Sales Entity) and use taxes, benefits required to be provided under applicable law, all taxes imposed by any state or federal law for any employment or unemployment insurance, pensions, retirement

funds, any required workers' compensation insurance or other required insurance, and to furnish all necessary reports and information to the appropriate federal, state, and municipal agencies. Subcontractor agrees to hold Pella Sales Entity, Pella Corporation, and the customer harmless from any and all losses or damage, claims, actions, liabilities, including attorneys' fees, occasioned by the failure of Subcontractor to comply with the terms of this section 6 and, upon request, to furnish evidence of such compliance to Pella Sales Entity or Pella Corporation.

6.4 Should Subcontractor encounter conditions that might reasonably jeopardize the quality or functioning of Subcontractor's work or present safety concerns for which Subcontractor is unable to take reasonable precautions to alleviate, Subcontractor shall immediately notify Pella Sales Entity of the situation and make a recommendation as to a course of action. If the condition poses an immediate threat to life or property, Subcontractor shall stop work in the affected area and report the condition to the customer. Before leaving the site, Subcontractor shall take all reasonable precautions.

6.5 Should Subcontractor encounter conditions which prevent them from the on-time completion of the installation (as defined in the contracts between customer Pella Entity and customer), Subcontractor shall immediately contact Pella Entity without delay. Subcontractor specifically agrees not to wait until end of the project to report concern.

6.6 Upon completion of installation, Subcontractor shall inspect all window and door units for proper operation and adjust as necessary and clean the surfaces of the installed units, and will remove all finger and hand prints from the glass surfaces touched and affected during installation, consistent with good industry practice.

6.7 Upon completion of installation, Subcontractor shall demonstrate to customer how all newly installed window and door units properly operate.

6.8 Subcontractor agrees that all persons on the job site will wear proper identification so that customers can quickly and easily identify them. The parties explicitly agree that such identification is necessary for security purposes, pursuant to customer expectations. This identification may contain the term Pella and must include Subcontractor's business name.

6.9 Subcontractor shall pay promptly, but in all cases no less than a bi-weekly basis, for all materials, skills, labor, and equipment that it uses to perform the Subcontractor Agreement, as bills or claims become due, unless otherwise provided herein. Except to the extent such liens or bond claims are caused by the failure of Pella Sales Entity to fulfill its payment obligations, Subcontractor shall indemnify, defend, and save harmless Pella Sales Entity and Pella from all liens and bond claims filed or threatened by Subcontractor or any of Subcontractor's suppliers or subcontractors of any tier and any related costs, liabilities, judgments, executions, legal fees, and disbursements (including those incurred to enforce this provision). Subcontractor shall release and remove or otherwise discharge any lien, charge, encumbrance, or claim at its own expense within ten (10) business days of Pella Sales Entity's request to do so.

ARTICLE 7: WARRANTIES

7.1 Subcontractor shall assume all duties, obligations, risks and responsibilities which the Pella Sales Entity has assumed towards its customers.

7.2 Subcontractor assumes financial responsibility for its errors or omissions in labor or services by providing and agreeing to the following warranties.

7.3 Subcontractor warrants that its work will be performed in strict compliance with the Contract Documents and further guarantees its work against all deficiencies and defects in materials and/or workmanship. Subcontractor also agrees to assume full responsibility for any defect in installation, including payment of any costs associated with further labor or products necessary to repair the same, and agrees to satisfy the same without cost to Pella Sales Entity or customer. Subcontractor agrees that this guarantee and responsibility for any defect in installation based on the work performed by Subcontractor shall last for a period of ten (10) years from the date of substantial completion of the individual job ("installation warranty period") and shall survive termination of this Agreement. Subcontractor further warrants that all materials and equipment furnished by it shall be new unless otherwise specified. Subcontractor agrees that Subcontractor shall not be entitled to any additional compensation from Pella Sales Entity or customer

for work performed under this paragraph.

7.4 If, within the product warranty or installation warranty period, Pella Sales Entity requests Subcontractor to inspect its work or otherwise respond to a customer complaint, Subcontractor shall inspect and promptly service, correct or repair any defective work, equipment, or materials provided under this Agreement at no cost to customer or Pella Sales Entity. The inspection called for by this paragraph shall take place within two (2) business days of notification of Pella Sales Entity, unless otherwise agreed to by the Pella Sales Entity. Subcontractor shall report the results of its inspection and the measures taken or recommended to service, correct and/or repair any defects, deficiencies or nonconformities to Pella Sales Entity within twenty-four (24) hours of the completion of the investigation. If the corrective work is required because of a defect of any product supplied by Pella Sales Entity that is covered by a Pella product warranty, Pella Sales Entity will, at its option, either correct the defective product itself or compensate Subcontractor for the reasonable costs of repairing or replacing the defective part or product. If a dispute arises as to the Subcontractor's responsibilities under this Article, Pella Sales Entity may, at its option, request Subcontractor to perform the necessary service, corrective or repair work, which Subcontractor must do within two (2) business days of notification and, if without fault, Subcontractor may seek payment from Pella Sales Entity pursuant to the terms of this Agreement.

7.5 Subcontractor warrants and represents to Pella Sales Entity that, pursuant to industry best practices, before installing any materials or product, it shall make a thorough examination of the areas affected by its work and make all measurements as is reasonably necessary to perform its work and locate and allow for all conditions that maybe encountered in the performance of its work, and confirm the information and conditions provided to it by Pella Sales Entity. Subcontractor shall immediately notify Pella Sales Entity of any material discrepancies in the information provided to it and no claim for additional compensation or extension of time shall be allowed by Subcontractor because of conditions which were observable upon reasonable inspection by Subcontractor and for which Subcontractor failed to notify Pella Sales Entity.

7.6 Subcontractor warrants that it is properly licensed to perform all work required by this Agreement. To the extent required by law, Subcontractor shall maintain a license with the applicable state or local authority and all work performed under this agreement shall be work within the scope of that license. If Subcontractor is domiciled in a jurisdiction that requires the Subcontractor to have a business license or business tax registration, the Subcontractor shall procure and maintain the required business license or business tax registration. Subcontractor agrees to maintain all necessary licenses and certifications while this Agreement remains in effect and assume all cost and expense associated with the same. Subcontractor shall immediately notify Pella Sales Entity of any change in status regarding its licenses and certifications and agrees to reimburse Pella Sales Entity for any costs, liabilities, penalties, expense, fees, or damages, including attorneys' fees, incurred by it resulting from Subcontractor's failure to comply with the terms of this section 7.

7.7 Subcontractor and Pella Sales Entity agree that Subcontractor shall be free to engage such employees as Subcontractor deems appropriate and necessary to assist in performing Subcontractor's responsibilities; Subcontractor is specifically barred from subcontracting any of the work. Subcontractor has the sole authority to hire and fire employees to provide or assist in providing the services called for in this Agreement. Any breach of this Agreement by any employee of Subcontractor shall be deemed to be a breach by Subcontractor. The parties agree that any such employees Subcontractor retains to assist in the performance of services under this Agreement are the sole employees and agents of Subcontractor and the parties do not intend to act as joint ventures, parent/subsidiary, or in any other legal capacity other than separate and distinct businesses acting pursuant to the terms of this Agreement. Subcontractor warrants that it is paying and is responsible for all payments made to its employees. Subcontractor specifically acknowledges that it is responsible for filing and payment of all employment taxes, wages (including any applicable overtime wages as required by law), unemployment compensation, workers' compensation, disability, or any other benefits required by law to be provided to any person employed by Subcontractor. Subcontractor acknowledges that Pella Sales Entity is not responsible for the items listed in paragraph 7.6 to persons that perform work on the jobsite. Subcontractor warrants and agrees to indemnify and hold harmless Pella Sales Entity for any liability, claim, or investigation related to the status, classification, payment or nonpayment of taxes, benefits, wages, or any other item required under this paragraph of any person or entity performing work on Subcontractor's behalf on the job site.

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7.8 Subcontractor warrants that before commencing jobsite work, all persons, whether employees or subcontractors, on the jobsite have undergone and passed criminal background, to the extent allowed or required by law. A drug screen is advisable and will be run on any jobsite worker that has a drug-related criminal conviction. The Subcontractor warrants that it has complied with all applicable laws and requirements governing these tests, including but not limited to the Fair Credit Reporting Act, and that the requisite individualized analysis has been conducted before the results of any such screens are used as a basis for an employment or retention decision. Subcontractor warrants that a new background check will be run on any worker, whether an employee or subcontractor, who has not performed work for Subcontractor for over one year. Subcontractor also agrees to provide proof that a background check has been completed for all jobsite employees and workers.

7.9 Subcontractor warrants that it or those acting on its behalf are fully certified to perform lead safe repairs, replacements, installations, and renovations as required by federal, state, and local authorities (Lead-Based Work Practices). Subcontractor shall be responsible for obtaining lead test results from an authorized Pella Sales Entity representative or doing such testing as required by the applicable rules. Where Lead-Based Work Practices apply, Subcontractor shall utilize an EPA Certified Renovator on the project and any workers must be trained in accordance with all applicable regulations. Subcontractor shall fully comply with all applicable regulations, including, but not limited to, appropriate signage, containment set-up, supervision, clean-up, disposal, and recordkeeping.

ARTICLE 8: INSURANCE

8.1 Subcontractor shall purchase appropriate insurance, as set forth in this article, from any company or companies lawfully authorized to do business in the jurisdiction in which the project is located (and rated no less than VIII as to financial rating and no less than A- as to policy holders' rating in the current edition of Best's Insurance Guide) and maintain such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of, result from or may be in any manner connected with the execution of the work or the operations under the Subcontract by any person or entity, regardless of whether such claims are ones from which Pella Sales Entity or the customer may be or may be claimed to be liable.

8.2 Subcontractor shall procure and maintain the following minimum insurance coverage's and limits of liability for all time periods it provides work for the Pella Sales Entity pursuant to this Agreement at its sole expense:

Workers' Compensation Insurance is required, with limits and policy language consistent with applicable law or regulation.

Employer's Liability $1,000,000 each accident, $1,000,000 disease – policy limit $1,000,000 disease – each employee.

Commercial General Liability $1,000,000 each occurrence $2,000,000 aggregate (applicable on a per project basis) $2,000,000 products/completed operations aggregate $1,000,000 personal and advertising injury combined single limit per occurrence.

Commercial Automobile Liability $1,000,000 each accident.

8.3 Commercial General Liability insurance required under this paragraph shall be written on an occurrence form and shall include coverage for products/completed operations (extending two (2) years after final acceptance of each project). Broad Form Property Damage including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU, and Blanket Contractual Liability insurance applicable to Subcontractor's obligations hereunder. Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles.

8.4 Subcontractor shall obtain an endorsement in a form acceptable to Pella Sales Entity on its Commercial General Liability (including product/complete operations coverage), Commercial Automobile Liability, and Umbrella/Excess Liability (if any) policies adding Pella Sales Entity and Pella Corporation and its subsidiaries as additional insureds under said policies. Such additional insurance coverage afforded to Pella Sales Entity and Pella Corporation and its subsidiaries under Subcontractor's policies shall be primary insurance and not excess over, or

contributing with, any insurance purchased or maintained by Pella Sales Entity and/or Pella Corporation. The Subcontractor shall waive subrogation to the benefit of the Pella Sales Entity and Pella Corporation and its subsidiaries on the Workers' Compensation, Employer's Liability, Commercial General and Auto Liability policies. Upon Pella Sales Entity request, Subcontractor shall also name Pella Sales Entity's customer, the project architect and/or engineer, the general contractor responsible for the overall construction, and/or the property owner as additional insureds under Subcontractor's Commercial General Liability Policy and the Subcontractor shall waive subrogation to the benefit to the foregoing also on the Workers' Compensation, Employer's Liability, Commercial General & Auto Liability policies. Subcontractor agrees that the additional insured coverage so provided to others is primary to any such coverage afforded by Pella Sales Entity, and Subcontractor further agrees to obtain any necessary endorsements to its policy to accomplish this result. Moreover, Subcontractor's insurance shall also include an endorsement providing that there shall be a severability of interest with respect to the additional insureds. A Certificate of Insurance, or other appropriate document, indicating that the Pella Sales Entity is an additional insured must be provided to Pella Sales Entity. In addition, a copy of the Declaration page of all policies must be provided.

8.5 Subcontractor's policy shall contain a provision that coverage will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days prior written notice has been given to Pella Sales Entity. Within ten (10) days after execution of this Agreement, Subcontractor shall file with Pella Sales Entity certificates of insurance showing required coverage. Renewal certificates shall be provided to Pella Sales Entity not less than ten (10) days prior to the expiration date of any of the required policies. All certificates of insurance shall be in a form acceptable to Pella Sales Entity and shall provide satisfactory evidence that Subcontractor has complied with all insurance requirements. Subcontractor's performance of work without fully complying with the terms of this article shall in no way be construed as a waiver by Pella Sales Entity of the Subcontractor's obligations to fully comply with the terms of this article.

ARTICLE 9: INDEMNITY

9.1 Subcontractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any way connected with, the work provided for in this Agreement, or any acts or omissions of Subcontractor or Subcontractor's employees, agents, or servants arising in the normal course of Subcontractor's work (or work of Subcontractor's employees, agents, or servants) pursuant to the terms of this Agreement. The Subcontractor agrees to indemnify and hold harmless customer, Pella Sales Entity, Pella Corporation, and its subsidiaries from and against any and all allegations, claims, actions, liabilities, expenses, losses or demands, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the work provided pursuant to this Agreement or the Subcontractor's obligations under this Agreement to the fullest extent permitted by law including any wage claims maded by employees of Subcontrctor or anyone for whom Subcontractor is responsible. Notwithstanding the foregoing, Subcontractor's indemnification obligations will only be to the extent the damages, liabilities, loses or demands are a result of the acts or omissions of Subcontractor or anyone for whom Subcontractor is responsible.

ARTICLE 10: TERMINATION

10.1 Except as otherwise provided herein, this Agreement automatically terminates one year (365 days) after it began, or upon signature of a new Pella Expert Installer Agreement, whichever occurs first.

10.2 Pella Sales Entity may terminate this Agreement with ten (10) days' written notice upon the material breach thereof by Subcontractor. Material breach includes, but is not limited to inappropriate, illegal, or unethical conduct on a job site or failure to adequately and timely execute work pursuant the terms of this Agreement.

NON-CURABLE BREACH: Pella Sales Entity may terminate upon twenty-four (24) hours' written notice and Subcontractor shall have no right to cure if Subcontractor's failure of performance involves criminal activity, threatens public or private health or safety, threatens to do substantial harm to the Pella Sales Entity's business, trademarks or reputation, involves substantial dishonesty or theft, or Subcontractor ceases substantial business operations for any reason.

CURABLE BREACH: In any event of failure of performance by Subcontractor, Pella Sales Entity must give Subcontractor ten (10) calendar days written notice within which Subcontractor may cure Contractor's failure of

performance. If Subcontractor does not cure such failure of performance within this ten (10) day period, Pella Sales Entity may thereafter terminate this Agreement and Subcontractor shall have no further right to cure. Furthermore, the parties agree that repeated violations, even if cured, constitute a chronic failure of performance and threaten substantial harm to the Pella Sales Entity's business, trademarks or reputation, and in such event Pella Sales Entity shall be entitled to terminate this Agreement immediately and Subcontractor shall have no further right to cure.

10.3 Pella Sales Entity may suspend, delay or terminate the work on a particular Project or Projects, or at a customer's request, and stop Subcontractor from working on the Project immediately. In the event of such termination of work on a particular Project or Projects, Subcontractor shall be entitled to receive payment, including reasonable overhead and profit, for work executed and costs incurred by reason of such termination.

10.4 Subcontractor agrees that certain provisions of this Agreement survive termination. Specifically, but not limited to these provisions, Subcontractor's obligation to fulfill it warranty pursuant to Article 7, retain insurance coverage for all job sites for which it performed work pursuant to Article 8, indemnification obligations contained in Article 9 and elsewhere, and the Arbitration Agreement survive the termination of this Agreement. Subcontractor agrees that Subcontractor's warranty obligations survive termination of this Agreement.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 Subcontractor certifies that it is a bona fide business, incorporated in good standing, and which has the Federal Employer Identification number identified on the signature page. Furthermore, Subcontractor certifies that it will perform services under its own business name and shall include services rendered to the Pella Sales Entity on a Federal Income Tax Schedule under the same business name. Subcontractor certifies that it maintains a business location separate from the business location of Pella Sales Entity.

11.2 Subcontractor agrees and declares that it has the right to engage in the same or similar activities for other businesses, companies, or entities, including Subcontractor's own business, while under this Agreement on whatever basis it chooses and that the services performed under this Agreement shall be performed on a non-exclusive basis.

11.3 Subcontractor agrees and declares that it has a substantial investment of capital in its own business beyond ordinary tools, equipment, and a personal vehicle and that it is engaged in an independently established business with its own business location. Subcontractor also agrees that it makes or has every opportunity to make its services available to others on a continuing basis, and selects the manner, method, and means of its performance under this Agreement.

11.4 This Agreement confers no rights on Subcontractor to act exclusively for Pella Sales Entity in any given geographical area. Pella Sales Entity shall have all rights and authority to retain other Subcontractors to perform any work on any projects at such times and on such terms as Pella Sales Entity deems to be appropriate.

11.5 This Agreement does not create a contractual relationship between Subcontractor and Pella Corporation or any other Pella company or subsidiary other than Pella Sales Entity. Nor is Subcontractor a third-party beneficiary of any agreements between Pella Sales Entity and its customers.

11.6 Notification or reporting as required by this Agreement shall be made by email or certified mail as indicated in the signature block.

11.7 Should any portion, word, clause, sentence, or paragraph of this Agreement be declared void and unenforceable, such portions shall be modified or deleted in such a manner as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable law. Except as expressly provided herein, no waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed a waiver of any other default hereunder.

11.8 This Agreement shall be binding upon the heirs, personal representatives, successors, or assigns of the parties to this Agreement. Notwithstanding any termination of this Agreement, all provisions that, by either their terms or reasonable interpretation thereof, set forth obligations that extend beyond the termination of this Agreement, shall survive and remain in full force and effect.

E. Installer Initial (b) (6)

Article 12: Pella Insurance, Arbitration, and Legal Counsel

12.1 Subcontractor agrees that none of the benefits or insurance coverages (including, but not limited to, workers' compensation coverage) that are provided by Pella Sales Entity to its employees are available from Pella Sales Entity to Subcontractor or any of Subcontractor's employees, agents, or servants and neither Subcontractor nor any of its employees are entitled to such benefits or insurance coverage from Pella Sales Entity. In the event Subcontractor or its employees, agents, or servants hereafter become eligible to participate in any such benefits, Subcontractor, on behalf of Subcontractor and Subcontractor's employees, agents, or servants, hereby waives any right to participate in such benefits.

12.2 Arbitration Agreement. By signing below, Subcontractor acknowledges that Pella Sales Entity and Subcontractor have executed the attached Arbitration Agreement that conclusively governs all disputes now existing or arising in the future between Subcontractor and Pella Sales Entity. Subcontractor acknowledges and agrees that Subcontractor's execution of the Arbitration Agreement is a condition of this Agreement, and that this Agreement shall be null and void if Subcontractor does not execute the Arbitration Agreement. To the extent any claim between the parties is deemed not to be covered by the Arbitration Agreement the parties jointly agree to waive their respective rights to a trial by jury as to any such claim(s).

12.3 By signing below, Subcontractor agrees that it has been given a reasonable opportunity to have this Agreement and its attachments reviewed by an attorney, accountant, or other professional of its choice; that Subcontractor has carefully read and fully understands the provisions of this Agreement; and that Subcontractor is entering into this Agreement knowingly, voluntarily and with the intention of being legally bound by all terms herein.

Date: May 30 2021
(Accepted & Effective)

PELLA SALES ENTITY

Pella Mid Atlantic
(Business Name)

Brian Haney
(Sales Distributor Representative Printed Name)

Installation Manager
[redacted]
)

bhaney@pellamidatlantic.com
Email Address

12100 Baltimore Ave
Address

EXPERT INSTALLER/SUBCONTRACTOR

Caleb Home Improvement LLC
(Business Name)

[redacted]
(Subcontractor Representative Printed Name)

Owner.
[redacted]

CalebHomeImp@gmail.com
Email Address

502 Lee ct Sterling VA. 20164
Address

(FEIN No.)

E. Installer Initia [redacted]

Arbitration Agreement

Both Subcontractor (including its owners, employees, independent contractors, and workers) and Pella Sales Entity (collectively referred to as the "Parties" where applicable) agree that any claim, dispute, and/or controversy that either Subcontractor may have against Pella Sales Entity (or its owners, directors, officers, managers, employees, agents, Pella Corporation, or any other Pella company or subsidiary) or that the Pella Sales Entity may have against Subcontractor, arising from, related to, or having any relationship or connection whatsoever to the Subcontractor Agreement, Subcontractor's relationship with Pella Sales Entity, or Subcontractor's services provided to Pella Sales Entity, and/or the termination of Subcontractor's Agreement with Pella Sales Entity, shall be submitted to and determined exclusively by final and binding arbitration in accordance with applicable rules of the American Arbitration Association ("AAA" or "AAA Rules"). Copies of AAA's Commercial Rules are available on AAA's website (www.adr.org). This Agreement shall be enforceable pursuant to and interpreted in accordance with the provisions of the Federal Arbitration Act ("FAA"), Title 9 of the U.S. Code, and the parties agree that they are subject to FAA.

Although the Commercial Rules otherwise apply, if an arbitration is brought by a customer pursuant to the Commercial Rules, expedited process, or Consumer Rules, and the work of the Subcontractor is an issue in that arbitration, Subcontractor agrees to be joined into that proceeding and to be bound by the rules and procedures governing same. Further, if the customer or any third-party files a lawsuit against the Pella Sales Entity the Subcontractor agrees to being joined into that litigation and to be bound to the procedures of same, including any waiver of jury trial, and to be bound by the decision of the Court. Each Party may be represented by legal counsel of their own choosing. Each party shall pay its own attorney's fees, provided that an arbitrator may award attorney's fees and costs to the prevailing party under any applicable statute or written agreement to the same extent that attorney's fees and costs could be awarded in standard civil litigation. The Arbitrator shall issue a written decision within forty-five (45) days of the later of: (1) the arbitration hearing; or (2) submission of the Parties' post-arbitration briefs. The Arbitrator shall have the authority to award the same damages and other relief that would have been available to an individual claimant in court pursuant to applicable law. The Arbitrator shall not have the authority to add to, amend, or modify, existing law.

The Parties further agree that, except as otherwise required by law, claims covered under this Agreement brought by either Subcontractor or Pella Sales Entity must be brought on an individual basis, and the Arbitrator shall not have the authority to consolidate the claims of other Subcontractors or Pella Sales Entities into a single proceeding, to fashion a proceeding as a class, collective action, or representative action (including appointing Subcontractor as a class representative or private attorney general for others), or to award relief to a class or group of Subcontractors. Subcontractor further agrees that if a potential class member within any class, collective, or representative action in litigation, Subcontractor will take all steps necessary to opt-out of the action or refrain from opting in. Any question or dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the Arbitrator. Should a court determine that this paragraph is invalid for any reason, the parties hereby waive any right to arbitration of a class, collective, representative, or group action and instead agree and stipulate that such claims will be heard only by a judge, jury being waived, in a court of competent jurisdiction.

The Arbitrator shall have the authority to consider and rule on dispositive motions, such as motions to dismiss, or motions for summary judgment, in accordance with the standards and burdens generally applicable to such motions in federal district court, except that the Arbitrator may establish appropriate and less formal procedures for such motions at the Arbitrator's discretion consistent with the expedited nature of arbitration proceedings. The Arbitrator may allow certain discovery, issue subpoenas to compel the attendance of witnesses at the arbitration hearing, and to compel the production of documents during discovery, and shall do so upon reasonable request of either party.

Some, but not all, of the types of claims covered include: nonpayment, failure to perform, breach of contract, negligence, strict liability, any claims challenging the independent contractor status of Subcontractor or its subcontractors or employees, alleging misclassification of any person as an independent contractor, or claims premised upon status other than independent contractor status. This Agreement does not cover claims relating to whistleblowers and/or unlawful retaliation arising under Sarbanes-Oxley or disputes involving any ERISA-based benefit plans that provide for arbitration. Further, this Agreement is not intended to, and does not, cover claims for which it is illegal to require arbitration. The Parties agree that arbitration proceedings are to be treated as confidential, and that the Parties will act to protect the confidentiality of the proceedings. The Parties agree that neither they nor their counsel will reveal or disclose the substance of the arbitration proceedings, or the result, except as required by subpoena, court order, or applicable statute. If disclosure is compelled of one Party by subpoena, court order or other legal process, or as otherwise required by law, the Party agrees to notify the other Party as soon as notice of such process is received and before disclosure takes place. The Parties may, however, disclose such information to their accountants, legal, business, and tax advisors as necessary so long as they agree to maintain such information in strict confidence.

Any request for arbitration must be in writing and provided to the other Party by certified or registered mail, return receipt requested, within the time period provided for by the statute(s) of limitations applicable to the claim(s) asserted. The request must set forth a statement of the nature of the dispute, including the alleged act or omission at issue; the names of all persons involved in the dispute; the amount in controversy, if any; and the remedy sought. Within thirty (30) calendar days of receiving or serving such demand, Pella Sales Entity shall file the demand with the appropriate office of AAA.

Subcontractor acknowledges that this is an important document that affects its rights. All Parties have been given the opportunity to discuss this Agreement with legal counsel. If any provisions of AAA's Rules or of this Agreement are determined by the Arbitrator or by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, such provisions shall be enforced to the greatest extent permissible under the law, if possible, and, if not, severed and all remaining terms and provisions shall continue in full force and effect. As to any claim found not to be subject to this Arbitration Agreement the parties waive their rights to a trial by jury and agree that those claims will be heard and decided solely by a judge. This Agreement may be modified in a writing signed by both parties. Any modifications shall be prospective only and shall not apply to any claims or disputes that are pending in arbitration or that have been initiated by either party pursuant to the AAA Rules. The Parties also agree that nothing herein is intended to, or does, affect or otherwise change the independent contractor relationship between them and that adequate and sufficient consideration has been provided for in this Agreement. Finally, this Arbitration Agreement is the complete Agreement of the Parties on the subject of arbitration of disputes and supersedes any prior or contemporaneous oral or written agreement or understanding on the subject. Any revisions to this Agreement shall be made in writing and signed by both Parties.

I acknowledge that I have received and read or have had the opportunity to read this Arbitration Agreement. I understand that this Arbitration Agreement requires that disputes that involve matters subject to the Agreement be submitted to arbitration pursuant to the Arbitration Agreement rather than to a judge in court and agree to same.

Date: May 30 2021
(Accepted & Effective)

PELLA SALES ENTITY

Pella Mid Atlantic
(Business Name)

Brian Haney
(Sales Distributor Representative Printed Name)

Installation Manager
(Title)

(b) (6)

SUBCONTRACTOR

Caleb Home Improvement LLC
(Business Name)

(b) (6)
Printed Name)

Owner
(Title)

(b) (6)
ure)

Expert Installer Agreement Addendum for Legal Compliance

As an addendum to Subcontract Agreement dated may 30, 2021, between Pella Windows & Doors, Inc. [or other applicable sales entity name] ("Pella") and Caleb Home Improvemet LLC (Subcontractor or Expert Installer), the Subcontractor must acknowledge legal compliance with all of the items listed below prior to commencement of work on Pella's behalf. By initialing below, Subcontractor acknowledges that nothing herein is intended to, or does, dictate or control the manner, method, or means of how the Subcontractor performs work under the Expert Installer Agreement and that such information is being obtained solely for purposes of ensuring legal compliance.

By initialing below, Subcontractor acknowledges that all steps necessary to ensure that the business is in compliance with all federal, state, and local regulations and laws for each item and agree to provide evidence of such compliance at Pella's request, in the form and within the timeframe requested by Pella.

(b) (6) Our business pays required payroll taxes on all employees and issues appropriate W-2 forms to all employees. This includes, but is not limited to, Social Security, Medicare/Medicaid, FUTA, SUTA, and Unemployment Insurance.

(b) (6) Our business complies with all applicable laws governing payment of benefits to employees, including but not limited to, the Affordable Care Act.

(b) (6) Our business completes an I-9 Form for all employees, reviews appropriate documentation as required for the I-9 form, and ensures that all employees or contractors hired or retained by our business are legally authorized to work in the United States.

(b) (6) Our business completes background checks on all workers that will be present on Pella job sites and complies with all applicable provisions of the Fair Credit Reporting Act regarding such background checks, along with any other applicable laws, provisions, or regulations. Our business also conducts an individualized analysis of the results of the background checks before using any results to disqualify an individual from employment, to ensure that any potentially disqualifying results are related to the job. We acknowledge that we must provide verification that a background check was performed by a third party provider on all jobsite workers either at the time the worker was retained or since that date.

(b) (6) Our business secures appropriate workers' compensation and other requisite insurance for all workers it employs to perform services on the jobsite.

(b) (6) Our business otherwise complies with all applicable laws, rules, and regulations, including any and applicable wage and hour laws.

To the fullest extent permitted by law, the Sub-Contractor shall defend, indemnify and hold harmless Pella Sales Entity, and its related entities, including Pella's other sub-contractors, Pella Corporation, the Project Owner and their agents, consultants and employees from any and all claims from any source for non-compliance with any of the items noted above.

Date: may 30, 2021

Caleb Home Improvemet LLC.
(Business Name)

(b) (6) [redacted]
(Printed Name)

Owner
(Title)

(b) (6) [redacted]
(Sub-Contractor Representative Signature)

EXPERT INSTALLER AGREEMENT ADDENDUM FOR JOB SAFETY COMPLIANCE

As an addendum to Subcontract Agreement dated May 30, 2021, between Pella Windows & Doors [or other applicable sales entity name] ("Pella") and Caleb Home Improvement LLC ("sub-contractor"), the subcontractor must acknowledge its responsibility to comply with all local, state, and federal laws, rules and regulations, and codes regarding job site and project safety.

By initialing and signing below, I acknowledge, as a legal representative of sub-contractor, that I and subcontractor have taken all steps necessary to ensure compliance and ensure continued compliance with all applicable laws. This includes, but is not limited to,

(b) (6) EPA Renovation, Repair, and Painting (RRP) Rule All Necessary Certifications and Licenses
(b) (6) EPA RRP Rule Reporting and Monitoring Requirements
(b) (6) OSHA Construction Safety Standards
(b) (6) OSHA Lead Exposure Standards

(b) (6) May 30, 2021
Print Name and Title Date

Caleb Home Improvement LLC.
Subcontractor Entity

(b) (6)

Expert Installer/Subcontractor Marketing/Logo Agreement

In an effort to promote Pella's brand, Sub-Contracted Expert Installers and its employees may choose to make appropriate use of the Pella name and logo as long as that use is in connection with performance of projects involving Pella Branded products sold by_____to the end user. These sub-contracted Expert Installer and employees shall never use the Pella name or logo while performing installation of Pella products sold through another channel, including but not limited to Lowe's and/or as part of a Pella Certified Contractor sale. Sub-Contracted Expert Installer may not use any Pella trademarks or trade names other than as specifically provided herein, unless prior written consent is received from_____.. The Sub-Contracted Expert Installer may display Pella's logo on clothing, vehicles, hats, or other appropriate uses, at its discretion, so long as materials reference the fact that Expert Installer is an independent business. Clothing items (which will be available at a reduced price) should include an add-on reference to the sub-contractors business name. Sub-Contracted expert installer agrees that upon termination of its relationship with the Pella Sales Entity, it shall cease use of any Pella trademarks and shall deliver to Pella any advertising, promotional or merchandising material provided during the term of this Agreement.

I understand and agree to the terms of the Sub-Contractor Expert Installer Marketing/Logo Agreement.

(b) (6) [redacted] (b) (6) [redacted] May 30, 2021

Printed Name of Business Owner Signature of Business Owner Date

Expert Installer/Sub-Contractor Confirmation of Employee Background Check

The purpose of this document is to assist the Pella Expert Installer company in verifying that they have run background checks on all of their employees and other workers that will work on Pella window and door installation projects.

By submitting this form, the undersigned Pella Expert Installer Principal confirms that all employees or other workers listed have passed a background check, following an individualized analysis of the results, and that the Expert Installer has complied with all consent, disclosure, and other requirements established by the Fair Credit Reporting Act, the Equal Employment Opportunity Commission, and other applicable laws that govern background checks.

All employees or other workers that previously have passed a background check but have not performed work for the Pella Expert Installer for one year must again pass a background check.

Further, the undersigned Pella Expert Installer confirms that only those personnel listed below will be authorized to install Pella windows and doors.

This form must be updated annually, or when a new job-site worker is added to your team.

Pella Expert Installer confirms that upon request, for all jobsite workers, 3rd party verification of a background check must be provided to the Pella Sales Entity.

Caleb Home Improvement LLC.
Sub-Contractor Installation Company Name

may 30, 2021
Date

(b) (6)

Sub-Contractor Principal/Authorized Representative Signature

List all Employees and other workers that have passed a background check and will be eligible to perform Pella window and door installations:

(b) (6)

It is recommended that the installation manager carry a copy of this form to all installation projects to verify that only the above listed independent contractor employees and workers are on a Pella project jobsite.

Expert Installer Business Profile

To be updated annually at time of contract renewal

Type of Business Entity: ☐ Corporation ☐ General Partnership (GP)

☐ Limited Partnership (LP) ☐ Limited Liability Partnership (LLP) ☒ Limited Liability Company (LLC)

Legal Name of Business Caleb Home Improvement LLC

D.B.A. (if applicable) _____

Is the business a Bona Fide Business in Good Standing? _____

A. Maintains separate business bank account?
B. Maintains corporate books and follows corporate formalities?
C. Files business tax returns each year?
D. Maintains significant busine[redacted]

Name of Business Owner(s) (b) (6)(b) (6)

Mailing Address 502 Lee ct Sterling VA 20164
Street or P.O. Box, Unit/Suite City State Zip

Business Phone/Fax 443-254-2410 —
Office Phone Cell Phone Fax

Business Email Address CalebHomeImp@gmail.com

Federal Employer Identification (FEIN) [redacted] 85-2960616.

Date of Registration of Business Name and Filing of Articles of Incorporation/Organization:

September 3, 2020, Caleb Home Improvement LLC,

State of Registration Virginia, Richmond

Lead Certified Firm Number NAT-F233092-1

State Contractor License Number 2705177442

Business License Number or Business Tax Registration Number, if applicable: _____

Nature of Work Performed on Construction Sites _____

Number of Employees or Other Workers of the Business Other Than Owner(s) Listed Above _____
Submitted Sub-Contractor Confirmation of Employee Background Check _____

Submitted Sub-Contractor Addendum of Legal Compliance: _____

Types of Advertising Used for Business (samples attached) ☐ Business Cards

☐ Mailers/Flyers ☐ Craigslist ☐ Yellow/White Pages

☐ Website Address _____ ☐ Other _____

Jobs performed elsewhere? _____

Identify Other Businesses Worked For in last 12 months:

Submitted by:

(b) (6)(b) (6)	(b) (6)	May 30, 2021
Printed Name of Business Owner	Signature of Business Owner	Date

Instructions/Definitions

General Instructions: Complete all information. Type or legibly print.

Type of Entity: Check the appropriate box to indicate how the business is organized.

Legal Name of Business: List the full legal name of the business as filed with the Secretary of State.

D.B.A: If applicable, note name that the business is Doing Business As.

Bona Fide Business:[1] Obtain verification that business is bona fide.

Name of Business Owner(s): List full names of all owners of the business.

Mailing Address: List the complete business mailing address of the business including Street or P.O. Box, Suite Number, City, State, and Zip Code.

Business Phone/Fax: List business phone number, cellular phone number, and, if available, fax number.

Business Email Address: List the business email address for correspondence with Pella entity.

Federal Employer Identification (FEIN): List Federal Employer Identification Number assigned to the corporation or LLC by the Internal Revenue Service.

Date of Registration of Business Name: List the date the business was registered with the Secretary of State.

State of Registration: The state(s) where the business is registered to do business.

Lead Certified Firm Number: List the business Lead Certified Firm Number.

State Contractor License Number: If applicable for the state in which the business operates, list the state contractor license number.

Nature of Work Performed on Construction Sites: Briefly describe the type or nature of construction work generally performed by the business on construction sites.

Number of Employees of the Business Other Than Owner(s) Listed Above: List the number of employees other than the owner(s) listed under #4.

Submitted Sub-Contractor Confirmation of Employee Background Check

Submitted Sub-Contractor Addendum of Legal Compliance

Types of Advertising Used for Business (samples attached): Note any type of advertising used for promotion of the business. Submit copies of advertising used, including a business card, with this form.

Jobs performed elsewhere?

Submitted by: Type or legibly write the name of the business owner completing the form on behalf of the business, provide a signature of the same, and the date the form was completed.

(b) (6) [redacted]

[1] A bona fide business or corporation is one that satisfies the following factors: it has filed Articles of Incorporation or Articles of Organization with the applicable state entity (often the Secretary of State) and is in good standing, has significant capital or significant assets, has issued corporate stock (if applicable), maintains a corporate bank account with no comingling of personal funds, holds itself out as a corporation or other business to the public, maintains the appropriate corporate books and/or follows all other requisite corporate formalities, and makes necessary tax filings consistent with corporate status, including the filing of separate corporate tax returns.

The 2021 Pella Expert Installer
Contract Documents, Supporting Documents, and Additional Resources

- An Expert Installer is a business that serves as a subcontractor in the remodeling construction industry, fulfilling the contractually required installation portion of a replacement sales contract entered into with a customer by a Pella distributor. The Pella Expert Installer Program helps assure that the lead installer of the subcontractor business on all jobs is educated on Pella products and installation techniques and also has completed coursework that provides The Expert Installer with knowledge to install Pella products consistent with manufacturing installation instructions and guidelines.

These documents and resources are used by Pella subsidiaries; they also are provided as a courtesy to independent distributors to use at their discretion. Independent distributors should review documents with local legal counsel to ensure the documents comply with your state's requirements:

CONTRACT DOCUMENTS

Expert Installer Agreement – Defines the subcontractor relationship between the independent contractor and Pella distributor.

Expert Installer Arbitration Agreement – Outlines how disputes with an Expert Installer will be resolved through arbitration rather than litigation.

Expert Installer Addendum for Legal Compliance – Form to help verify that Expert Installers and their respective businesses comply with all applicable laws, rules, and regulations for employees they hire, including but not limited to, payment of applicable payroll taxes and verification of eligibility to work in the United States.

Job Safety Compliance

Sub-Contractor Expert Installer Marketing / Logo Agreement – Gives Expert Installers permission to use the Pella logo on Pella projects.

SUPPORTING DOCUMENTS

Sub-Contractor Confirmation of Employee Background Check – Principal of Expert Installer must use this form to communicate that all jobsite workers have passed Background Checks, making them eligible to be present on Pella Projects.

Expert Installer Business Profile – Form to assist in tracking that all Sub-Contractors are viable businesses and comply with all business-related legal requirements.

ADDITIONAL RESOURCES

Sub-Contractor Installer Sourcing and Screening – A tool to assist in finding installation talent with the skills necessary to meet Pella's customer expectations. This tool is a guide only; distributors remain free to use additional or different materials for sourcing and screening of installation talent for their distributors

Retail Installer On-Boarding Guidelines – This tool can help your expert installers and their businesses stay current and fully knowledgeable about Industry best practices, codes, and installation methods required by the applicable warranty.

Installation Industry Best Practices

Sample Certificate of Completion and Invoice

Sub-Contractor Installer Sourcing and Screening

This document provides suggestions and examples on sourcing and screening installation capabilities of subcontractors. Distributors remain free to develop and disseminate their own best practices on sourcing and screening for use in their respective areas. In addition, each Distributor should ensure that sub-contractors meet the requirements of any state or local laws on independent contractor status.

Sourcing Sub-Contractor Installers

Desirable Skills:
Bona fide business owner, organized as a corporation or limited liability company in good standing in the state in which the corporation is registered,[2] with the managing or principal owner, proprietor, employee or member having the following skills:
Motivated and results-oriented
Customer oriented
Business retains persons with good communication and business development skills
Proactive business person
Hands-on business owner that works with his/her employees at job-site and has a desire and the skills to maintain and develop new business with customers
Willing to adopt industry best practices and follow installation methodologies and guidelines required by warranty and applicable specifications
Maintains and operates out of own business location/headquarters
Demonstrated business experience installing windows and doors, including currently with other companies or clients Interior/Exterior finish work skill-set (coil, stucco, interior trim, siding, etc.)
Desire to learn more about Pella (product options, service/adjustment knowledge)
Market knowledge (competition, housing types, common install methods
Previous experience doing replacement installations

Current Sub-Contractors: As you add installation capacity, we recommend understanding if any of your current Sub-Contractors are interested in expanding their own businesses.

Referrals: We recommend using your current sub-contractor base, which is an excellent resource for referrals. They may have business relationships with other reputable installers in the marketplace.

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[2] A bona fide business or corporation is one that satisfies the following factors: it has filed Articles of Incorporation or Articles of Organization with the applicable state entity (often the Secretary of State) and is in good standing, has significant capital or significant assets, has issued corporate stock (if applicable), maintains a corporate bank account with no comingling of personal funds, holds itself out as a corporation or other business to the public, maintains the appropriate corporate books and/or follows all other requisite corporate formalities, and makes necessary tax filings consistent with corporate status, including the filing of separate corporate tax returns.

Potential Sources

Local Remodeler Council
Home Show Vendors
Insurance Companies
Kitchen Remodelers
Soft sourcing of competition installer
Google Search for local Window and Door Installers or installation companies
Realtors

Internet: The internet is a common method for Sub-Contractors to seek new business relationships. We recommend that you consider this as a central part of your overall sourcing strategy, while emphasizing that you are seeking to contract with corporations with previous installation experience, preferably of window and doors, as independent contractors

Internet Sites to consider:
Craigslist
Angie's List
Internet Job Search Engines:
Career Builder
Monster
Indeed
Social Media:
LinkedIn
Branch Facebook page

An example of advertisement to post on Internet:

Reputable Window & Door Company is looking for skilled Sub-Contractors to remove and install windows & doors in the_____area. We prefer to contract with independently-established companies who have previous experience installing replacement windows and doors, perform services for others in the industry, and are certified with the EPA to perform Lead Paint Installations. Understanding of and willingness to employ industry best practices and manufacturers installation instructions required. Please mention this ad when you fax a summary of your business experience to (XXX) XXX-XXXX.
Compensation: Per Installed Job

Example of content to post to search engines (suggested only, not required):

ROLE: Sub-Contractor for Windows and Doors Installations

OPPORTUNITY:
Individual job tasks include removal of existing windows and doors, and installation of Pella Windows and Doors, and related products, using good industry best practices. Use of hand tools along with ladders and scaffolding is required.

PRIMARY WORK CONTENT AND RESPONSIBILITIES:
Must use good industry practice and professional judgment and BUSINESS expertise in method of installation, and work procedures, and when selecting materials, tools, and work aid requirements.
Removes existing window and doors
Prepares opening for new product
Installs new windows and doors
Installs product hardware and other accessories
Patches drywall as required.

Measures, cuts, and installs interior and exterior trim
Responsible for preparation and cleanup of work area with careful attention to courtesy toward the homeowner's belongings and surroundings.
Communicates effectively with customers, and strives for 100% "Very Satisfied" customers.
Demonstrates a commitment to the highest quality of work.
Must have access to and ability to provide ladders, scaffolding, and other tools of the trade.

EXPERIENCE:
Business is incorporated or organized as an independent, bona fide business, operates as a separate legal entity, and is in good standing with the state in which it is organized or registered. Alternatively, business is operated under an established name or d/b/a ("doing business as"). Qualified businesses will possess at least 3-5 years of related experience with window and door installation.

CERTIFICATES, LICENSES, REGISTRATIONS:
State contractor license if applicable
EPA Lead-Based Paint Renovation, Repair, and Painting Program Firm Certificate
EPA RRP Renovators Certificate
Background Check required
Other applicable license or registration

Screening Process: It is suggested that screeners be properly trained to understand Sub-Contractor guidelines, the nature of the relationship between Sub-Contractors as independent contractors and the Sales Entity, appropriate questions to ask, and appropriate documents to obtain. The objective of the screening process is to determine the experience and potential for a Sub-contractor to provide installation services for customers.

Benefits of a contracting relationship with Pella. Explain to potential Sub-Contractors the many benefits of partnering with Pella. We have many competitive advantages from the products we use to our in-market business model.

Examples:
Per project contract payments.
On-going business relationship, with ability to continue to develop and pursue Sub-Contractor's own business independently of Pella
Continuous Improvement culture, encourages Sub-contractors feedback
Synchronized delivery – delivery pods (rental facility) in area (where applicable).
Pay Sub-contractors accurately and consistently, on a project basis.
Customer order includes installation materials – trim, tape, foam, caulk, interior and exterior trim.
Well-trained sales team that sets good customer expectations on installation.
Processes allow us to regularly have the right products at the jobsites more consistently than the competition (sizing accurate).
Installing the high-quality recognized brand products...

Phone Screening: It is recommended that your Install Manager conducts this screening process. Suggested questions:

How did you hear about this opportunity?
How long have you been installing windows and doors?
What is your business name? Is it in good standing? How long have you operated this business?
How many workers or employees do you have? Do you pay your workers on a W-2?
Does your business have a separate bank account from your personal account?
File corporate tax returns?

How active is your business currently? Tell me about your last couple projects?
Does your business have its own office?
Do you advertise to the public? Do you have a website or promotional materials?
Who have you installed windows and doors for in the past?
Tell me about your business? How many employees do you have? How many crews do you have?
How many projects do you have going on currently?
What do you have for equipment? Vehicles, trailers, tools?
Are you a Certified Lead Safe firm? Do you have any other business licenses?
What type of insurance coverage do you currently carry?
Do you have workers' compensation insurance coverage for your employees?
Have you ever installed for Pella before? If so, who have you installed for and where did you get your product? (This allows you to understand any experience with Pella or any existing relationships with other segments or channels.)
What do you do to get referral business? Do you conduct any advertising?
What do you do to satisfy your customers?
What other type of work and projects does your business do?
Tell me how you go about installing a bay window? Walk me through how you install a double hinged patio door? (Establish their depth of technical understanding on installing windows and doors.)
What are you looking for? (Understand what they are looking for from a business partner.)
What questions do you have for me?

In-person/panel screening: It may be of value to have your Install Manager and order verifiers participate in the screening process. It is a good idea to ask the sub-contractor business to bring references and pictures of their projects to the in-person screening process.

Panel screening and in person suggested questions:

With a broader group, you will typically repeat many of the phone screening questions. The repetition will allow you to see the body language and listen for consistent answers. Questions about communication, caulk, coil, casing, and clean-up are important areas to spend time.

How do you handle negative customer feedback?
We require complete background searches of you and your employees. Explain the Background check process, including that an individualized assessment will be conducted of the results before disqualifying anyone from the opportunity as a result of what may be contained in the background check report(s). Discuss drug screens?
How do you market and work to grow your business? This is a great question to understand the motivation.
I'm screening your business today. Who will be installing windows? We need to make sure that the business members that have strong soft skills are going to be at the job site.
Our customers may expect us at their home at a certain time. Do you have any concerns with consistently meeting customer's expectations?
Do you use or have you partnered with companies that measure customer satisfaction or any other metrics? Please explain.
Walk us through your normal workday.
How much communication with the customer on an 8-hour job do you think is required to make a customer very satisfied?
Do you have texting and e-mail capabilities on your phone?
If I was to see the inside of your trailer what would it look like?
Can you provide us with three business references who have knowledge of your business' work product?
Do you have or anticipate having any prior time commitments or obligations that would prevent you from conducting work for us?

What questions do you have for us?

Field Performance:

It is important to validate the business' ability to install. This may be accomplished by having them install in your simulation house. If you do not have a simulation house, you may be able to visit a present or upcoming jobsite of their's. This "hands on" step allows you to better understand their technical capabilities.

At this point you can determine a decision on partnering with the business.

Beginning the Independent Contractor Relationship: Possible Guidelines

Here is how Pella subsidiaries onboard new independent Sub-Contractors to assure they meet Pella installation specifics and industry best practices. It is provided to you only as a resource, and you should feel free to modify these materials or prepare your own materials to use with Sub-Contractors with whom you contract

Review sub-contractor's business to ensure it is an independent bona fide business.
Introduce sub-contractor to manufacturer suggested installation instructions.
Simulation House, if applicable
Accompany installer on his/her/its own non-Pella job
Customer Experience – Information to provide to Sub-Contractors
Customer Satisfaction Rating Review
Industry Best Practice Review
Provide Sub-Contractor with opportunity to learn products, (Pella Showroom or Simulation House)
Introduce and explain product lines, features, operation, and adjustments
Paperwork Review
Acceptance Form (indicates installer's acceptance or denial of job terms)
Installer tickets (PQM/OMS)
Certificate of Completion
Invoicing
Delivery/logistics review
Disposition review (includes recovery process, when applicable)
Expert Installer Certification Course. Live Installation shadow (typically one job)
Perform live installs
Begin with simple jobs and gradually increase in complexity

Pella Expert Installer
Pella Retail Value Proposition

The following are among the current pillars that all distributors selling to the retail market are expected to follow to be consistent with the Pella Retail Value Proposition, consistent with good industry practice, customer requirements or expectations, and compliance with all applicable laws, specifications and warranties.
Pella Expert Installers will provide protective floor coverings on all areas where they will be walking and working.
The job-site will be kept clean through-out the installation day and thoroughly cleaned at the end of each work day.
All debris and trash, including old windows and doors, will be removed from the job-site daily.
A full and complete product review and demonstration will be performed on all newly installed products at the end of the installation process.

For consistency with this initiative, Pella is recommending the following:

<u>For Customer Purchase Agreement</u>:

Pella agrees that it's installers, whether employees or sub-contractors, will work to fulfill the Retail Value Proposition expectations, consistent with good industry practice, customer requirements and expectations, and compliance with all applicable laws, specifications and warranties

<u>For Sub-Contractor Agreement</u>:

The Pella Expert Installer agrees to fulfill the applicable terms of the customers purchase agreement, including working to fulfill the expectations of the customer.

INSTALLATION

Customer Expectations / Better Practice List

Customers share their on-the-job expectations with us and we continually research industry best practices for window and door replacement. Below is a compilation of what we believe our customers expect during their window and door replacement experience; we share them with you so that you can improve the professionalism of your business. If you'd like, Pella will assist you and your business in assuring that you deliver these expectations by auditing, without charge to you, your project. Working together we can create an excellent experience for our customers.

Preliminary / Introduction	
	Contact the Customer 30 minutes before arrival time
	Arrive on time and ensure that you and crew members are wearing appropriate co-branded attire; i.e.... logo's, shirts, hats
	Park in the street until you have permission to park on driveway
	Walk up the driveway or sidewalk as a team (Do not cut across the yard)
	Show respect at door by stepping back 4-5 feet after ringing bell or knocking and remove sunglasses and caps
	Introduce yourself and the team using both first and last names, hand customer your business card, and show your company issued ID badges
	Explain team roles of who will be doing what. Explain how you will be reviewing the project with them while your team begins to set up worksite

Permission	
	Seek permission to park in the customer's driveway and setup the work area near by
	Ask customer if they would like to move any vehicles before you park in the driveway and possibly block them in
	Ask team to park vehicle and setup worksite based on customer's wishes ensuring no oil drips and easy cleanup (tarps, cardboard, etc.)
	Ask customer if ok for you to come in and review order and installation protocol at this time ensuring to put on shoe covers or remove shoes

Preparation	
	Ask for an appropriate place to review order and discuss any concerns mentioned in notes or that the customer may have
	Thoroughly review the customer's order to ensure accuracy paying special attention to any notes regarding customer concerns and provide assurance
	Conduct walkthrough with customer confirming locations, install sequence, notes that need special attention, and existing signs of water infiltration
	Ask customer if they have any other questions or concerns

Promise	
	Ask customer if could sit down again to discuss our Pella Promise
	Ask customer for Pella Promise folder & review/sign the Pella Promise letting them know you're here to provide complete satisfaction
	Inform customer of approximate completion time and ensure customer will be available to perform a completion walkthrough demoing all product
	Confirm Final Payment for the remaining balance due upon completion of the installation if applicable

Put In / Install	
	Follow industry standards when removing and installing new windows and doors keeping property and possessions safe and secure
	Ensure tarps or drop cloths have been put on all areas where the installers are working and walking to protect home & property from damage
	Inspect all product and supporting material for damage, shortages, and accuracy. Report back to branch within 1 hour of arrival
	Ensure that all new window/door unit sizes are correct **before** removing any existing product
	Investigate for any product damage while unwrapping windows/doors
	Ensure tools kept in a neat and safe manner and not set down on customer's furniture or unprotected flooring
	Verify the job site has been kept clean throughout the installation process, with no debris pile on yard Ensure
	new installation is plumb, level, and square by utilization of appropriate shims
	Ensure all window and door units are installed using appropriate flashing, sealant, and backer rod
	Show product/install to customer after first one complete to ensure satisfaction. Send picture if customer not on site.
	Investigate if any product has been damaged during the install process
	Ensure crew members are working in a safe manner, ladders and scaffolding used safely, and guards are in place on power equipment
	Ensure glass and frames have been cleaned and labels removed
	Do everything possible and within your means to achieve a First-Time Complete installation
	If applicable, initiate the Install Recovery Process if the installation will not be able to be completed during initial duration time

Plan the Recovery (If applicable)	
	Contact the designated recovery resource at time of discovery informing them of issue and determine suggested plan
	Communicate the recovery plan of action (return date, etc.) with homeowner and ensure understanding and agreement
	Apologize for the required recovery
	Assure customer that Pella will stand beside them to address the situation
	Provide name and number to customer to contact with questions and set the expectation of who will be working with them and when

Post Installation	
	Give customer 20-30 minute notice of previously discussed walkthrough and product review
	Clean-up work area which includes putting away tools, vacuuming worksite, and collecting all debris daily
	Conduct post installation walkthrough which includes product operation, customer operation, and customer inspection for **ALL PRODUCT**
	Seek and answer questions to ensure customer has everything addressed today so a future recovery is not necessary (FTC)
	Remind customer they are able to obtain their Warrantee and Owner's Manual (care, maintenance, etc.) online at Pella.com
	Complete Certificate of Completion, then have customer review and sign
	Collect Final Payment if applicable
	Remind customer they may receive a satisfaction survey and ask them to complete
	Congratulate customer on their new Pella products and thank them for the opportunity to work with them on their home improvement project

	Complete all paperwork and attach to PSI (lead safe, COC, picture of the check, etc.)
	Contact the branch representative to disposition the project

Install Process

Thinking like a Customer:

The salesperson has built a strong rapport with the homeowners and secured their order. The Order Verification Specialist has earned their trust and confidence. During the installation of the product, your job is to continue to build their confidence in Pella by installing the products professionally while protecting the customers' property and reducing the natural stress they will feel.

It is important to recognize that the customers will naturally be skittish about having people they don't know come into their homes, bring in their tools, and remove their windows. Not only does this expose their home to potential damage and security issues, but it also creates the possibility of damage to their personal possessions. Further, having unknown workers wandering throughout their home during the installation process feels like a tremendous invasion of privacy.

Because all these fears are natural and to be expected, it is critical that the Pella Expert Installer builds trust and rapport as quickly as possible—and maintains professionalism throughout the entire installation process. In the final analysis, the customers' feelings about the Pella experience will be as much (or more) about how they were treated and how their possessions were protected as about the quality of the products.

As a Pella Expert Installer, your respect for the customers and their property cannot be overstated. It will make all the difference to the homeowners, and to future business opportunities for Pella and your branch.

The success of the installation is up to you. But that isn't all. Creating positive homeowner feelings about the Pella experience is also your responsibility.

Post Install Process

Thinking like a Customer

From the very beginning, your customer has had some reservations and misgivings about the entire window and door purchasing and installation process. They didn't know what to expect, but their worst fears were that their home and property would be a mess after the installation was completed.

The branch's salesperson set the right tone with the customer, being respectful of them and their property and working to understand their needs and wants. The salesperson shared the Pella Promise statement with them but—although they were impressed—they still had doubts and suspicions.

Now, you and your installation crew have provided great customer service and shown professionalism and caring concern throughout the installation. The customer is beginning to relax and feel proud of the quality Pella® windows and doors you have installed.

Your job, if performed correctly, was to provide a pleasing conclusion to the replacement window and door process.

Pella Windows and Doors Certificate of Completion

Branch Address Here
Branch Phone

Customer:

Order Number:
Installation Date:
Installation Crew:
Phone:
Sales Consultant:
Project Coordinator:

INSTALLATION CHECKLIST

Yes No

____ ____! Demonstrated all windows and doors opening, closing, and locking properly?

____ ____! Installation debris removed from site

____ ____! Additional service required? (Details Below)

RECOVERY WORK/ INSTALLER COMMENTS (LIST PARTS NEEDED)

Line#	Quantity	Location	Description

Recovery Order Number(s) _____

Are all units installed: YES NO If no, what units were not: _____

Is a recovery date set: YES NO Date & Time: _____

Best contact name and # to be reached at: _____

Per the Contract agreement, Customer agrees to pay the balance the day of installation.

Current Balance Due$ _____

$0.00

Total Amount **Paid** $ _____

Check Number: _____

Pella does not take cash

Pay balance on Credit Card ? YES/ NO

If Yes, Please Check Appropriate Box Below

	Called XXX-XXX-XXXX to process
	Pay balance with original credit card
	Finance Needs to Call Customer

Customer Signature _____ Date: _____

Installer Signature _____ Date: _____

(Customer must sign this form)

Certificate of Completion needs to be emailed i nto Installation Specialist by 7 AM, following business day

EXAMPLE

Sample Invoice (Sub-Contractor)

ABC Installation Services, Inc.
License Number #928282
9876 Grove St.
Pella, IA 50219
(555) 876-1234

Invoice Number: 200
Installation Date: 11/15/11
Payment Terms: N/A
N/A

Pella Project
Order Number: 7034590
Installation Date: 11/15/11

Customer: John Smith
123 Oak Street
Any town, USA 12345

Window & Door Installation

Project Description:

1	4 Pocket Window Installations	$1,050
2	Full Frame Window Installations	350
2	Sliding Glass Door Installations	700
		Total Due: $2,100