

# TIPS VENDOR AGREEMENT

Between Garnet Dynamics, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RFP 180101 Comprehensive HVAC Solutions and Services

### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# **Terms and Conditions**

## **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## **Warranty Conditions**

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

## **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## **Agreements**

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a projects by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

## **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (2) year with an option for renewal for additional two (2) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**".

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

**Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

**Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

#### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member.

This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

#### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Agreement.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

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Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## **Special Terms and Conditions**

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship.

- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**



# TIPS Vendor Agreement Signature Form

RCSP 180101 Comprehensive HVAC Solutions and Services  
Part 2 installation and construction on site considered a Public Work (JOC)

Company Name Garnet Dynamics, Inc.

Address 7027 Twin Hills Ave

City Dallas State TX Zip 75231

Phone 214-694-2333 Fax 214-368-5514

Email of Authorized Representative gretchen@garnetdynamics.com

Name of Authorized Representative Gretchen Gorken

Title President

Signature of Authorized Representative 

Date 2/9/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 03/22/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information |  | Contact Information |   | Ship to Information |  |
|-----------------|--|---------------------|---|---------------------|--|
| Bid Creator     | Mr. David Mabe<br>Vice-President of<br>Construction        | Address             | Region VIII Education<br>Service Center<br>4845 US Highway 271<br>North | Address             |  |
| Email           | david.mabe@tips-usa.com                                    |                     | Pittsburg, TX 75686   | Contact             |  |
| Phone           | +1 (903) 243-4759  | Contact             | Kristie Collins,<br>Contracts Compliance<br>Specialist                  | Department          |  |
| Fax             | +1 (866) 749-6674  |                     |   | Building            |  |
| Bid Number      | 180101 Addendum 2  | Department          |   | Floor/Room          |  |
| Title           | Comprehensive HVAC<br>Solutions and Services (Two<br>Part) | Building            |   | Telephone           |  |
| Bid Type        | RFP  |                     |   | Fax                 |  |
| Issue Date      | 1/4/2018 08:03 AM (CT)                                     | Floor/Room          |   | Email               |  |
| Close Date      | 2/16/2018 03:00:00 PM (CT)                                 | Telephone           | +1 (866) 839-8477   |                     |  |
|                 |  | Fax                 | +1 (866) 839-8472   |                     |  |
|                 |  | Email               | bids@tips-usa.com   |                     |  |

## Supplier Information

Company Garnet Dynamics, Inc.  
 Address 7027 Twin Hills Ave Suite 200  
 Dallas, TX 75231

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (214) 694-2333  
 Fax (214) 368-5516  
 Email  
 Submitted 2/14/2018 12:57:49 PM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Gretchen Gerken

Email gretchen@garnetdynamics.com

## Supplier Notes

## Bid Notes

This is a Two-Part Solicitation

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

| #  | Name                                | Note  | Response  |
|----|-------------------------------------|---|---|
| 1  | Yes - No                            | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.  | Yes   |
| 2  | Yes - No                            | Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | Yes   |
| 3  | Yes - No                            | The Vendor can provide services and/or products to all 50 US States?  | Yes   |
| 4  | States Served:                      | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)   |   |
| 5  | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)  | Founded in 2014, Garnet Dynamics is a contractor for industrial, electrical, and mechanical technologies in the HVAC and Plumbing industries. Committed to consistent growth, we are continually working to provide quality products and partnerships with some of the most well-known manufacturers in the world. We offer diverse and integrated solutions for day-to-day operations within the industry. |
| 6  | Primary Contact Name                | Primary Contact Name  | Gretchen Gerken   |
| 7  | Primary Contact Title               | Primary Contact Title   | President   |
| 8  | Primary Contact Email               | Primary Contact Email   | <a href="mailto:gretchen@garnetdynamics.com">gretchen@garnetdynamics.com</a>  |
| 9  | Primary Contact Phone               | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 2146942333  |
| 10 | Primary Contact Fax                 | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 2143685516  |
| 11 | Primary Contact Mobile              | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477   | 2147320934  |
| 12 | Secondary Contact Name              | Secondary Contact Name  | Amy Froehlich   |
| 13 | Secondary Contact Title             | Secondary Contact Title   | Operations Facilitator  |
| 14 | Secondary Contact Email             | Secondary Contact Email   | <a href="mailto:info@garnetdynamics.com">info@garnetdynamics.com</a>  |

|    |                              |  |  |
|----|------------------------------|--|--|
| 15 | Secondary Contact Phone      | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 2146942333   |
| 16 | Secondary Contact Fax        | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 2143685516   |
| 17 | Secondary Contact Mobile     | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  |  |
| 18 | Admin Fee Contact Name       | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.   | Gretchen Gerken  |
| 19 | Admin Fee Contact Email      | Admin Fee Contact Email  | gretchen@garnetdynamics.com  |
| 20 | Admin Fee Contact Phone      | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 2146942333   |
| 21 | Purchase Order Contact Name  | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.   | Gretchen Gerken  |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email   | gretchen@garnetdynamics.com  |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477  | 2146942333   |
| 24 | Company Website              | Company Website (Format - www.company.com)   | garnetdynamics.com   |
| 25 | Federal ID Number:           | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)  | 47-2547665   |
| 26 | Primary Address              | Primary Address  | 7027 Twin Hills Ave Ste 200  |
| 27 | Primary Address City         | Primary Address City   | Dallas   |
| 28 | Primary Address State        | Primary Address State (2 Digit Abbreviation)   | TX   |
| 29 | Primary Address Zip          | Primary Address Zip  | 75231  |
| 30 | Search Words:                | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)  | Mechanical, plumbing, HVAC, boilers, pumps, hydronic accessories, fans, air handlers, Lochinvar, Armstrong, suction guides, triple duty valves, plug valves, Bell & Gossett, Taco, Paco, butterfly valves, expansion tank, diaphragm type expansion tank, energy, heat coils, air dirt separators, magnetic separation, chillers, Carrier, Trane, York, Aereco, Fulton, LAARS, RayPak, Amtrol, cooling towers, BAC, Marley, Evapco, fan coil units |
| 31 | Yes - No                     | Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? | Yes  |



|    |   |   |                        |
|----|---|---|------------------------|
| 32 | Yes - No  | <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>   | Yes                    |
| 33 | Company Residence (City)  | Vendor's principal place of business is in the city of?   | Dallas                 |
| 34 | Company Residence (State)   | Vendor's principal place of business is in the state of?  | TX                     |
| 35 | Felony Conviction Notice:   | <p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:<br/> State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.<br/> The notice must include a general description of the conduct resulting in the conviction of a felony."<br/> Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p> | (No Response Required) |
| 36 | Yes - No  | A publicly held corporation; therefore, this reporting requirement is not applicable?   | No                     |
| 37 | Yes - No  | Is owned or operated by individual(s) who has/have been convicted of a felony?  | No                     |
| 38 | If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony: | Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.   |                        |
| 39 | Pricing Information:  | Pricing information section. (Questions 39 - 43)  | (No Response Required) |
| 40 | Discount Offered  | What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.  | 5%                     |

|    |                                   |  |                        |
|----|-----------------------------------|--|------------------------|
| 41 | TIPS administration fee           | By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.  | (No Response Required) |
| 42 | Yes - No                          | Vendor agrees to remit to TIPS the required administration fee?<br>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.   | Yes                    |
| 43 | Yes - No                          | Do you offer additional discounts to TIPS members for large order quantities or large scope of work?   | Yes                    |
| 44 | Start Time                        | Average start time after receipt of customer order is ____ working days?   | 3                      |
| 45 | Years Experience                  | Company years experience in this category?   | 4                      |
| 46 | Resellers:                        | Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.<br>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.<br>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.  | No                     |
| 47 | Prices are guaranteed for?        | Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?   | YES                    |
| 48 | Right of Refusal                  | Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?  | Yes                    |
| 49 | NON-COLLUSIVE BIDDING CERTIFICATE | By submission of this bid or proposal, the Bidder certifies that:<br><br>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;<br>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;<br>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;<br>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. | (No Response Required) |

- 50 Texas HB 89- Texas Government code §2270 compliance YES  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.
- The relevant section addressed by this form reads as follows:  
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
**FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.**  
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ No  
If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- You may find the Blank CIQ form on our website at:  
Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ No  
If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing Yes  
I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- 54 Regulatory Standing  
Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.  
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)  
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

Yes

|    |   |   |     |
|----|---|---|-----|
| 62 | 2 CFR PART 200 Clean Air Act                | <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>   | Yes |
| 63 | 2 CFR PART 200 Byrd Anti-Lobbying Amendment | <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p> | Yes |
| 64 | 2 CFR PART 200 Federal Rule                 | <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>  | Yes |



|    |   |   |     |
|----|---|---|-----|
| 65 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>  | Yes |
| 66 | Indemnification                                   | <p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p> | Yes |

|  |   |              |
|--|---|--------------|
| 67 Remedies                            | <p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p> | Yes, I Agree |
| 68 Remedies Explanation of No Answer   |   |              |
| 69 Choice of Law                       | <p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>   | Yes          |
| 70 Jurisdiction and Service of Process | <p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>                          | Yes          |

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 71 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes  
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

|   |   |                        |
|---|---|------------------------|
| 82 Solicitation Exceptions/Deviations Explanation                     | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>   |                        |
| 83 Agreement Deviation/Compliance                                     | Does the vendor agree with the language in the Vendor Agreement?  | Yes                    |
| 84 Agreement Exceptions/Deviations Explanation                        | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>   |                        |
| 85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 | <p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p> | (No Response Required) |

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Line Items

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Response Total: \$0.00

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## Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
*Garnet Dynamics, Inc.*  
Name/Address of Organization

\_\_\_\_\_  
*Gretchen Gerken - President*  
Name/Title of Submitting Official

\_\_\_\_\_  
*[Signature]*  
Signature

\_\_\_\_\_  
*2/9/2018*  
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Gretchen Gerken  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Gretchen Gerken

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: Garnet Dynamics, Inc.  
(Name of Corporation)

I, Gretchen Gerken certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Gretchen Gerken  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

[Signature]  
SIGNATURE

2/9/2018  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Garnet Dynamics, Inc.

Print name of authorized representative Gretchen Gerken

Signature of authorized representative 

Date 2/9/2018

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Gretchen Gorkun as an authorized representative of  
Garnet Dynamics, Inc., a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Gretchen Gorkun  
Signature of Named Authorized Company Representative

8/9/2018  
Date

**Required Federal contract provisions of Federal Regulations for Construction Contracts  
for contracts with TIPS OR TIPS MEMBERS**

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES AA Initial of Authorized Company Official

Company Name Garnet Dynamics, Inc.

Print name of authorized representative Gretchen Gerken

Signature of authorized representative 

Date 2/9/18

RFP 180101 Comprehensive HVAC Solutions and Services

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

**I DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Garnet Dynamics, Inc.  
\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Gretchen Gerken  
\_\_\_\_\_  
Printed Name and Title of authorized company officer expressly waiving confidential status of material

7027 Twin Hills Ave Dallas TX 75231 214-694-2333  
\_\_\_\_\_  
Address City State ZIP Phone

Signature [Signature] Date 2/9/18





THINKING AHEAD

February 14, 2018

RE: Garnet Dynamics, Inc.

To Whom It May Concern:

Garnet Dynamics, Inc. is a highly regarded and valued client of Holmes Murphy & Associates, LLC. We have the privilege of providing their bonds and have surety credit established with RLI Insurance Company, an Illinois domiciled Insurance Company who is rated A+ (Superior) by the A.M. Best Company and are listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

RLI Insurance Company has provided bonding parameters of \$600,000 single project and \$1,000,000 aggregate program. Garnet Dynamics, Inc. has an excellent reputation in the construction industry, and we have never had any complaints related to their performance.

In regard to any upcoming projects, we would anticipate no problems in providing bonds as required. Naturally, the execution of any bonds would be subject to review of the contract terms and conditions, bond forms, and project financing by us and our client as well as normal underwriting procedures at the time the bond is required.

If you need any further information concerning this fine contractor, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Jacqueline Kirk'.

Jacqueline Kirk, Attorney in Fact  
RLI Insurance Company



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

D. Gregory Stitts, Mark R. Dewitt, Jacqueline Kirk, Ginger Hoke, jointly and severally

in the City of Dallas, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of January, 2017.

State of Illinois }  
County of Peoria } SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President

On this 19th day of January, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of February, 2018.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
B. W. Davis  
Barton W. Davis Vice President



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



|                            |                      |
|----------------------------|----------------------|
| Certificate/VID Number:    | <b>1472547665000</b> |
| File/Vendor Number:        | <b>488847</b>        |
| Approval Date:             | <b>14-APR-2015</b>   |
| Scheduled Expiration Date: | <b>14-APR-2019</b>   |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**GARNET DYNAMICS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-APR-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

### - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

### SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Garnet Dynamics, Inc. State of Texas VID #: 47-2547665  
 Point of Contact: Gretchen Gerken Phone #: 214-694-2333  
 E-mail Address: gretchen@garnetdynamics.com Fax #: 214-368-5516
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: TTUHSC WHRI Chiller Replacement Bid Open Date: N/A  
(mm/dd/yyyy)

Enter your company's name here: Garnet Dynamics, Inc. Requisition #: TTUHSC WHRI Chiller Replacement

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #  | Subcontracting Opportunity Description             | HUBs  |   | Non-HUBs   |
|---|--|---|---|--|
|   |  | Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1   | Chiller Equipment                                  | %   | %   | 20%  |
| 2   | Installation (subcontracting items we will not do) | %   | %   | 50%  |
| 3   | No other opportunities                             | %   | %   | %  |
| 4   |  | %   | %   | %  |
| 5   |  | %   | %   | %  |
| 6   |  | %   | %   | %  |
| 7   |  | %   | %   | %  |
| 8   |  | %   | %   | %  |
| 9   |  | %   | %   | %  |
| 10  |  | %   | %   | %  |
| 11  |  | %   | %   | %  |
| 12  |  | %   | %   | %  |
| 13  |  | %   | %   | %  |
| 14  |  | %   | %   | %  |
| 15  |  | %   | %   | %  |
| Aggregate percentages of the contract expected to be subcontracted: |  | %   | %   | %  |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Garnet Dynamics, Inc. Requisition #: TTUHSC WHRI Chiller Replacement

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #  | Subcontracting Opportunity Description | HUBs   |  | Non-HUBs   |
|---|--|--|--|--|
|   |  | Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> . | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> . | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 16  | None                                   | %  | %  | %  |
| 17  |  | %  | %  | %  |
| 18  |  | %  | %  | %  |
| 19  |  | %  | %  | %  |
| 20  |  | %  | %  | %  |
| 21  |  | %  | %  | %  |
| 22  |  | %  | %  | %  |
| 23  |  | %  | %  | %  |
| 24  |  | %  | %  | %  |
| 25  |  | %  | %  | %  |
| 26  |  | %  | %  | %  |
| 27  |  | %  | %  | %  |
| 28  |  | %  | %  | %  |
| 29  |  | %  | %  | %  |
| 30  |  | %  | %  | %  |
| 31  |  | %  | %  | %  |
| 32  |  | %  | %  | %  |
| 33  |  | %  | %  | %  |
| 34  |  | %  | %  | %  |
| 35  |  | %  | %  | %  |
| 36  |  | %  | %  | %  |
| 37  |  | %  | %  | %  |
| 38  |  | %  | %  | %  |
| 39  |  | %  | %  | %  |
| 40  |  | %  | %  | %  |
| 41  |  | %  | %  | %  |
| 42  |  | %  | %  | %  |
| 43  |  | %  | %  | %  |
| Aggregate percentages of the contract expected to be subcontracted: |  | %  | %  | 70 %   |

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Garnet Dynamics, Inc.

Requisition #: TTUHSC WHRI Chiller Replacement


**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

All items not subcontracted will be self-performed by Garnet Dynamics, Inc.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

Gretchen Gerken  
Printed Name

President  
Title

2/3/2017  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

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|  |   |
|--|---|
| Enter your company's name here: <u>Garnet Dynamics, Inc.</u> | Requisition #: <u>TTUHSC WHRI Chiller Replacement</u> |
|--|---|

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB  | Texas VID or federal EIN<br><small>Do not enter Social Security Numbers.<br/>If you do not know their VID / EIN,<br/>leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|--|---|---------------------------|---------------------------------|
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |
|              | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |   | \$                        | %                               |

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Garnet Dynamics, Inc. Requisition #: TTUHSC WHRI Chiller Replacement

**IMPORTANT:** If you responded "no" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Chiller Equipment

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name                       | Texas VID<br><small>(Do not enter Social Security Numbers.)</small> | Date Notice Sent<br><small>(mm/dd/yyyy)</small> | Did the HUB Respond?   |
|------------------------------------|---|---|--|
| There are no HUBs qualified to bid |   |   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|                                    |   |   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|                                    |   |   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent<br><small>(mm/dd/yyyy)</small> | Was the Notice Accepted?                                     |
|--|---|--|
| There are no HUBs qualified to bid         |   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |
|  |   | <input type="checkbox"/> - Yes <input type="checkbox"/> - No |

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Garnet Dynamics, Inc. Requisition #: TTUHSC WHRI Chiller Replacement

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Chiller Equipment

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name        | Texas certified HUB   | Texas VID or federal EIN<br><small>Do not enter Social Security Numbers.<br/>If you do not know their VID / EIN,<br/>leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|---------------------|---|---|---------------------------|---------------------------------|
| Carrier Corporation | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No | 06-0991716  | \$ 61,000                 | 20%                             |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                     | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

The equipment required for this project (Carrier, York, Daikin) was specified by Texas Tech and no other alternatives were stated. There were no HUB manufacturer representatives supporting these products in the state of Texas. Garnet Dynamics, Inc. bought the product directly from the manufacturer.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

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|  |   |
|--|---|
| Enter your company's name here: <u>Garnet Dynamics, Inc.</u> | Requisition #: <u>TTUHSC WHRI Chiller Replacement</u> |
|--|---|

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Installation (to include miscellaneous parts)

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name             | Texas VID<br><small>(Do not enter Social Security Numbers.)</small> | Date Notice Sent<br><small>(mm/dd/yyyy)</small> | Did the HUB Respond?  |
|--------------------------|---|---|---|
| David's Quality Electric | 1800529420400   | 1/10/2017                                       | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| Drexal's Paint           | 1782872666800   | 1/10/2017                                       | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| S. Burke Enterprises     | 1271688576400   | 1/10/2017                                       | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers              | Date Notice Sent<br><small>(mm/dd/yyyy)</small> | Was the Notice Accepted?  |
|---|---|---|
| Dallas/Fort Worth Minority Supplier Development Council | 1/10/2017                                       | <input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No |
| El Paso Hispanic Chamber of Commerce                    | 1/10/2017                                       | <input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No |

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Garnet Dynamics, Inc. Requisition #: TTUHSC WHRI Chiller Replacement

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Installation (to include miscellaneous parts)

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name                   | Texas certified HUB   | Texas VID or federal EIN<br><small>Do not enter Social Security Numbers.<br/>If you do not know their VID / EIN,<br/>leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------------------------|---|---|---------------------------|---------------------------------|
| MMM Plumbing, Heating, and A/C | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No | 75-1941004  | \$ 152,500                | 50 %                            |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |
|                                | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |   | \$                        | %                               |

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

MMM Plumbing, Heating, and A/C was the lowest provided bid. All email requests to HUB companies as well as development centers are included in this document.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

|  |   |
|--|---|
| <b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>   |   |
| Company Name: <u>Garnet Dynamics, Inc.</u>   | State of Texas VID #: <u>47-2547665</u>   |
| Point-of-Contact: <u>Gretchen Gerken</u>   | Phone #: <u>214-694-2333</u>  |
| E-mail Address: <u>gretchen@garnetdynamics.com</u>   | Fax #: <u>214-368-5516</u>  |
| <b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>   |   |
| Agency Name: <u>Texas Tech Systems</u>   |   |
| Point-of-Contact: <u>Please contact prime contractor for additional information</u>  | Phone #: <u>214-694-2333</u>  |
| Requisition #: <u>TTUHSC WHRI Chiller Replacement</u>  | Bid Open Date: <u>N/A</u><br><small>(mmkk/yyyy)</small>   |
| <b>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>  |   |
| <b>1. Potential Subcontractor's Bid Response Due Date:</b>   |   |
| If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <u>5:00 pm</u> on <u>1/19/2017</u> .<br><small>Central Time Date (mmkk/yyyy)</small>   |   |
| <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> |   |
| <b>2. Subcontracting Opportunity Scope of Work:</b>  |   |
| <ul style="list-style-type: none"> <li>- Remove and replace (2) chillers per specifications</li> <li>- Install necessary piping with thermal insulation</li> <li>- New piping connect to existing</li> <li>- All labor and connections</li> </ul>  | <ul style="list-style-type: none"> <li>- Install Chillers</li> <li>- Necessary electrical connections</li> <li>- Removal and disposal of existing chillers</li> <li>- NIGP Classs 914-50</li> </ul> |
| <b>3. Required Qualifications:</b>   |   |
| Certified Master Electrician, Certified Master Plumber, HVAC Contractor License  | <input type="checkbox"/> - Not Applicable   |
| <b>4. Bonding/Insurance Requirements:</b>  |   |
| Bonding - TBD<br>Insurance - Minimum required amount for TTU   | <input type="checkbox"/> - Not Applicable   |
| <b>5. Location to review plans/specifications:</b>   |   |
| Garnet Dynamics, Inc. Plans Room<br>7027 Twin Hills Ave Suite 200<br>Dallas, TX 75231  | <input type="checkbox"/> - Not Applicable   |

## Gretchen Gerken

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**From:** Gretchen Gerken  
**Sent:** Tuesday, January 10, 2017 3:44 PM  
**To:** 'info@dqenet.com'  
**Subject:** TTUHSC WHRI Chiller Replacement  
**Attachments:** HUB SCP Form.pdf

David,

Garnet Dynamics, Inc. is currently soliciting proposals from qualified subcontractor/supplier quotes, including Minority-Owner and Women-Owned Business Enterprises for the TTUHSC WHRI Chiller Replacement project with bids due **Thursday, January 19<sup>th</sup>, 2017 at 5:00 pm CT.**

The attachment "HUB Subcontracting Plan" contains the following information for your review:

1. Official Invitation for Quote from Garnet
2. Summary of Work

Thank you for your time and attention. For further information concerning subcontracting and/or purchasing opportunities on this project, please don't hesitate to contact me.

Thank you,

**Gretchen Gerken**  
Garnet Dynamics, Inc.  
7027 Twin Hills Ave Suite 200  
Dallas, TX 75231  
Office: 214-694-2333  
Cell: 214-732-0934  
HUB and WBE Certified

## Gretchen Gerken

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**From:** Gretchen Gerken  
**Sent:** Tuesday, January 10, 2017 3:48 PM  
**To:** 'drexalpaint@yahoo.com'  
**Subject:** TTUHSC WHRI Chiller Replacement  
**Attachments:** HUB SCP Form.pdf

Drexal,

Garnet Dynamics, Inc. is currently soliciting proposals from qualified subcontractor/supplier quotes, including Minority-Owner and Women-Owned Business Enterprises for the TTUHSC WHRI Chiller Replacement project with bids due **Thursday, January 19<sup>th</sup>, 2017 at 5:00 pm CT.**

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Thank you for your time and attention. For further information concerning subcontracting and/or purchasing opportunities on this project, please don't hesitate to contact me.

Thank you,

**Gretchen Gerken**  
Garnet Dynamics, Inc.  
7027 Twin Hills Ave Suite 200  
Dallas, TX 75231  
Office: 214-694-2333  
Cell: 214-732-0934  
HUB and WBE Certified

**Gretchen Gerken**

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**From:** Gretchen Gerken  
**Sent:** Tuesday, January 10, 2017 3:46 PM  
**To:** 'sb-ent@clearwire.net'  
**Subject:** TTUHSC WHRI Chiller Replacement  
**Attachments:** HUB SCP Form.pdf

Jent,

Garnet Dynamics, Inc. is currently soliciting proposals from qualified subcontractor/supplier quotes, including Minority-Owner and Women-Owned Business Enterprises for the TTUHSC WHRI Chiller Replacement project with bids due **Thursday, January 19<sup>th</sup>, 2017 at 5:00 pm CT.**

The attachment "HUB Subcontracting Plan" contains the following information for your review:

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2. Summary of Work

Thank you for your time and attention. For further information concerning subcontracting and/or purchasing opportunities on this project, please don't hesitate to contact me.

Thank you,

**Gretchen Gerken**  
**Garnet Dynamics, Inc.**  
7027 Twin Hills Ave Suite 200  
Dallas, TX 75231  
Office: 214-694-2333  
Cell: 214-732-0934  
**HUB and WBE Certified**



**Gretchen Gerken**

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**From:** Gretchen Gerken  
**Sent:** Tuesday, January 10, 2017 3:50 PM  
**To:** 'treed@ephcc.org'  
**Subject:** FW: TTUHSC WHRI Chiller Replacement  
**Attachments:** HUB SCP Form.pdf

Terri,

Garnet Dynamics, Inc. is currently soliciting proposals from qualified subcontractor/supplier quotes, including Minority-Owner and Women-Owned Business Enterprises for the TTUHSC WHRI Chiller Replacement project with bids due **Thursday, January 19<sup>th</sup>, 2017 at 5:00 pm CT.**

The attachment "HUB Subcontracting Plan" contains the following information for your review:

1. Official Invitation for Quote from Garnet
2. Summary of Work

Thank you for your time and attention. For further information concerning subcontracting and/or purchasing opportunities on this project, please don't hesitate to contact me.

Thank you,

**Gretchen Gerken**  
**Garnet Dynamics, Inc.**  
7027 Twin Hills Ave Suite 200  
Dallas, TX 75231  
Office: 214-694-2333  
Cell: 214-732-0934  
**HUB and WBE Certified**

## Gretchen Gerken

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**From:** Gretchen Gerken  
**Sent:** Tuesday, January 10, 2017 3:48 PM  
**To:** 'edwin@dfwmsdc.com'; 'sourcing@dfwmsdc.com'  
**Subject:** TTUHSC WHRI Chiller Replacement  
**Attachments:** HUB SCP Form.pdf

Edwin,

Garnet Dynamics, Inc. is currently soliciting proposals from qualified subcontractor/supplier quotes, including Minority-Owner and Women-Owned Business Enterprises for the TTUHSC WHRI Chiller Replacement project with bids due **Thursday, January 19<sup>th</sup>, 2017 at 5:00 pm CT.**

The attachment "HUB Subcontracting Plan" contains the following information for your review:

1. Official Invitation for Quote from Garnet
2. Summary of Work

Thank you for your time and attention. For further information concerning subcontracting and/or purchasing opportunities on this project, please don't hesitate to contact me.

Thank you,

**Gretchen Gerken**  
Garnet Dynamics, Inc.  
7027 Twin Hills Ave Suite 200  
Dallas, TX 75231  
Office: 214-694-2333  
Cell: 214-732-0934  
HUB and WBE Certified



# Woman-Owned Business Enterprise



## GARNET DYNAMICS, INC.

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238220: Hydronic Heating System INSTALLATION; NAICS 423720: Hydronic Heating Equipment And Supplies Merchant WHOLESALERS; NAICS 423720: Plumbing And Heating Equipment And Supplies (Hydronics) Merchant WHOLESALERS; NAICS 541611: Administrative Management And General Management Consulting Services

This Certification is valid beginning August 11, 2016 and superseded any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certification Expiration: August, 2018

Issued Date: August, 2016

CERTIFICATION NO. WFWB07325N0818

*Elisvia Mitchell*  
Certification Administrator

## GENERAL TERMS OF SALE

**GENERAL:** On the terms and subject to the conditions set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the products or services specified on the reverse side of this agreement. IF THIS AGREEMENT DIFFERS IN ANY WAY FROM BUYER'S ORDER OR IF THIS AGREEMENT IS CONSTRUED AS AN ACCEPTANCE OR CONFIRMATION ACTING AS AN ACCEPTANCE, THEN SELLER'S ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY ITEMS OR CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN BUYER'S WRITING. FURTHER, THIS AGREEMENT SHALL BE DEEMED NOTICE OF OBJECTION TO SUCH TERMS AND CONDITIONS OF BUYER. IF THIS AGREEMENT IS CONSTRUED AS THE OFFER, ACCEPTANCE OF SAME IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN ANY EVENT, BUYER'S ACCEPTANCE OF THE ORDERED PRODUCTS OR SERVICES SHALL CONSTITUTE AND MANIFEST BUYER'S ASSENT TO SELLER'S TERMS AND CONDITIONS. This agreement, together with any additional writings signed by Seller relative to the products or services covered by this agreement, shall represent the complete, agreement between Buyer and Seller and may not be modified, supplemented, or waived, except in a writing signed by an authorized representative of Seller.

**PRICES:** Prices quoted are F.O.B. point of manufacture inclusive of standard packaging for domestic shipment, valid for thirty (30) days and subject to change or withdrawal at any time prior to acceptance of Buyer's order by Seller unless otherwise agreed in writing.

**SHIPMENT:** Shipment dates offered are estimates and represent the date materials may be available F.O.B. Seller's facility rather than delivery to destination date. Shipment dates offered commence only after receipt of Buyer's Purchase Order, clarification of required technical information, resolution of engineering and/or commercial issues or receipt of customer's written acceptance of drawings when required. Any Product offered from stock is subject to prior sale.

**CANCELLATION:** No order may be canceled by the Buyer except upon written notice to Seller and upon payment to Seller of all costs incurred by it arising out of, or in connection with, the order. Seller shall have the right to cancel and order or to refuse to ship or to delay shipment in the event Buyer fails to submit payments when due or perform any other obligations of Buyer. Export of goods covered hereby is subject to U.S. Government control. In the event a validated Export License is denied by the U.S. government, Buyer's order(s) will be immediately canceled and Buyer will be liable for the order value or actual costs incurred, whichever the greater.

**RETURN OF GOODS:** No product shall be returned to Seller without written authorization and shipping instructions having been obtained from Seller. Products authorized for return are to be shipped freight prepaid to the F.O.B. manufacture point and are subject to a restocking charge.

**WARRANTY:** Seller warrants that its manufactured product will, at the F.O.B. point, be free from defects in materials and workmanship. Seller does not warrant that its product is suitable for Buyer's intended purpose. Any product supplied by seller which Seller does not manufacture shall be subject only to the warranty of the original manufacture to the extent Seller can enforce such warranty. Any Warranty claim must be made immediately upon discovery, but in any event, within eighteen (18) months from date of shipment and/or twelve (12) months from date of installation, whichever occurs first. Defective or nonconforming product must be held for Seller's inspection and returned at Seller's request, freight prepaid, to the original F.O.B. point. Any repairs to, or alteration of, or work done on alleged defective product without Seller's written authorization shall void Seller's warranty. Upon Buyer's submission of a claim as provided above the substantiation thereof, Seller shall, at its option (1) either repair or replace its nonconforming product or (ii) refund an equitable portion of the purchase price attributable to such non-conforming product. Seller shall not be liable for the cost of removal or installation of materials or any unauthorized warranty work, nor shall Seller be responsible for any transportation cost, unless expressly authorized in writing by Seller. Any products or materials replaced by Seller will become the property of Seller, unless otherwise agreed in writing by Seller. Repair or replacement of products or refund of an equitable portion of the purchase price shall be Seller's only obligation and the sole and exclusive remedy of Buyer in the event of a failure to conform to the foregoing warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT THAT OF TITLE) EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** The LIABILITY OF SELLER UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PRODUCTS SUPPLIED OR SERVICE PERFORMED PURSUANT TO THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER WITH RESPECT THERETO. IN NO EVENT WILL SELLER BE LIABLE IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF EQUIPMENT, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS OF BUYER FOR FAILURE OR DELAY IN ACHIEVING ANTICIPATED PROFITS OR PRODUCTS.

**TAXES AND DUTIES:** Any sales, use or other similar taxes imposed on the sale or other transaction covered by the agreement as well as import or export duties, and customs or similar fees are not included in the price. Such taxes, duties, and fees shall be billed separately to Buyer. Buyer warrants that any products sold or resold or shipped or transhipped to any country or person will not cause Seller to be in violation of any law, guideline or regulation of the United States or any foreign government.

**PRICE AND PAYMENT:** All sales are subject to approval of Seller's credit department. If Buyer fails to make a payment when due, Seller may (i) withhold all subsequent deliveries until full payments is made and (ii) required such security as Seller deems appropriate to secure future payments. Full risk of the loss shall pass to the Buyer upon delivery to F.O.B. point; however, Seller retains title, for security purposes only, to all products until paid for in full in cash. Unless other terms are specified on the reverse side hereof, payments are due in U.S. dollars, thirty (30) days after invoice date. Amounts not paid by Buyer on or before the due date shall bear interest at the lesser rate of eighteen percent (18.0%) per annum or the maximum rate allowed by law from the due date until paid. If delivery is delayed by or at the request of Buyer, (i) the date of readiness for delivery shall be deemed date of delivery for invoice purposes and (ii) Seller may impose a storage charge.

**PATENTS:** Seller agrees to assume the defense of any suite for infringement of any United States patents brought against Buyer to the extent such charges infringement of an apparatus or product claim by Seller's product in and of itself, provided (i) said product is built entirely to Seller's design, (ii) Buyer notifies Seller in writing of the filing of such suit within ten (10) days after the service of process thereof, and (iii) Seller is given complete control of the defense of such suit, including the right to defend, settle and make changes in the product for the purposes of avoiding infringement. If in any suit covered by this provision the use of products is enjoined, Seller shall at its sole cost and expense either (i) procure for Buyer the right to continue using products, (ii) replace products with non-infringing products, (iii) modify the products to be non-infringing, or (iv) remove products and refund to Buyer the purchase price, transportation and installation costs thereof. Seller shall have no liability with respect to patent rights of countries other than the United States. The foregoing shall be Seller's sole and entire liability and Buyer's sole remedy for patent infringement by products. Buyer agrees to indemnify and hold harmless Seller from and against any alleged patent infringement resulting from Seller's compliance with designs and/or specifications furnished by Buyer or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this Agreement.

**CONTRACT PERFORMANCE, INSPECTION AND ACCEPTANCE:** All products or services shall be finally inspected and accepted by Buyer within fourteen (14) days after delivery or performance as applicable. Buyer shall make all claims (including claims for shortages), excepting only those provided for under the WARRANTY and PATENTS sections herein, in writing within said fourteen (14) day period or they are waived. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of products or services and Buyer's remedy for lesser defects shall be in accordance with the WARRANTY section herein. If Buyer wrongfully rejects or revokes acceptance of items tendered under this agreement, or fails to make a payment due on or before delivery, or repudiates this agreement, Seller shall, at its option, have a right to recover as damages either the price as stated herein (upon recovery of the price the items involved shall become the property of Buyer) or the profit (including reasonable overhead) which the Seller would have made from full performance, together with reasonable costs and expenses incurred. Seller shall not be responsible for nonperformance of delay in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires or governmental actions, material shortages or other similar or force majeure occurrences. Unless otherwise agreed by Seller in writing, orders are noncancelable. If Seller agrees to cancellation of an order it may impose a restocking charge.

**SPECIAL TOOLING AND DESIGN CHANGES:** Notwithstanding any tool, die or pattern charges or amortization in connection therewith, all special tooling and related items shall be and remain the property of Seller. Special products and parts made to special specifications may not be canceled or returned without Seller's written consent and upon terms established at Seller's discretion. Seller reserves the right to change or modify the design of any product without obligation to furnish or install such changes or modifications on products previously or subsequently sold. Seller reserves the right to discontinue the manufacture, change or modify the design specification and construction of any of its product at any time without incurring any liability to Buyer.

**MISCELLANEOUS:**

A. THIS AGREEMENT AND ALL QUESTIONS ARISING HEREUNDER OR IN CONNECTION WITH A QUOTATION OR ANY ORDER SUBMITTED IN CONNECTION HERewith SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES OF OKLAHOMA.

B. Seller shall be entitled to recover its reasonable costs, including attorney's fees, incurred in enforcing and/or defending its rights under this agreement. A holding that any term or condition hereof is void or unenforceable shall not render void or unenforceable any other terms or conditions of this agreement.

C. If any sale hereunder is other than F.O. B. Seller's plant, this agreement is based upon the freight and administrative charges in effect at the time Seller delivers this agreement to Buyer. In the event of any increase or decrease in applicable freight charges before the products are shipped, such change in freight will be for the Buyer's account. Volume discount after shipping is for Seller's account. If seller experiences any material price increases from its vendors prior to shipment, Seller may pass the actual price increase through to Buyer.

D. Any proceeding or action by Buyer arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories, must be commenced within two (2) years after the cause of action accrues or it shall be barred.

E. Buyer hereby warrants and represents that Buyer has knowledge and experience in financial and business matters that enable Buyer to evaluate the merits and risk of a transaction and that Buyer is not in a significantly disparate bargaining position and, to the maximum extent legally permissible, Buyer hereby waives the provisions of the Oklahoma Deceptive Trade Practices-Consumer Protection Act and any like or successor statute.

**BINDING ARBITRATION:** Buyer and Seller shall attempt, in good faith, to resolve any dispute arising out of or relating to this agreement, or the products and/or services provided hereunder, promptly by negotiation between executives. If the matter has not been resolved within sixty (60) days of a party's request for negotiation, either party may initiate arbitration as hereinafter provided. Any dispute arising out of or related to this agreement or the products and/or services provided hereunder which has not been resolved by the negotiation procedure described above, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless Buyer and Seller otherwise agree in writing, the arbitration panel shall consist of three arbitrators. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement. The arbitration proceeding shall be conducted in English, in Broken Arrow, Oklahoma.

**POLLUTION:** BUYER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY AND COST BROUGHT BY OR ON BEHALF OF ANY PERSON FOR POLLUTION OR CONTAMINATION OR THE CONTROL AND REMOVAL THEREOF, OR ANY ENVIRONMENTAL HAZARD OR CONDITION (INCLUDING ANY DAMAGE TO GROUNDWATER, AQUIFERS, SURFACE WATER, SURFACE SOIL, AND SUBSURFACE SOIL,) WHETHER THE SAME IS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF, BREACH OF WARRANTY BY STRICT LIABILITY OR AN OBLIGATION OR INDEMNITY OF SELLER, ITS AGENTS OR EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT OR ANY ORDER ISSUED PURSUANT HERETO.



## AMTROL INC. LIMITED PRODUCT WARRANTY

**IMPORTANT WARNING:** Read the Installation and Operation Instructions carefully to avoid serious personal injury and/or property damage and to ensure the safe use and proper care of the product. See [www.amtrol.com](http://www.amtrol.com) for the current Installation & Operation Instructions (Instructions).

### Who receives AMTROL'S limited product warranty?

- The original purchaser or first user of the product. This warranty cannot be transferred.
- By accepting this product you agree to all of the warranty terms and limitations of liability described below.

### What is covered by this limited product warranty?

- All products manufactured by AMTROL INC. (AMTROL).
- AMTROL warrants that, at the time of manufacture, the product is free from defects in material and workmanship.

### What is not covered by this limited product warranty?

- Labor costs, additional parts, shipping charges, service charges, delivery expenses, administrative fees or any costs incurred in removing or installing the replacement parts or product.
- Property damage or any other costs of any kind.
- Any problem, failure or malfunction resulting from:
  - Abuse (including freezing), improper or negligent handling, shipping (by anyone other than AMTROL), improper storage, accident, lightning, flood or any other environmental condition.
  - Improper installation, set-up, operation or maintenance.
  - Use of the product for any purpose other than those specified in the Instructions.
  - Alteration of any part of the product.

### What is the duration of the warranty period?

- The specific warranty period, by product, is attached or can be found at [www.amtrol.com](http://www.amtrol.com).
- The duration of the warranty period is measured from the date of purchase UNLESS the product is installed more than 18 months after the date of manufacture. Product installed more than 18 months after the date of manufacture carries the balance of the applicable warranty period, measured from the date of manufacture, not the date of installation, and may void the limited lifetime warranty.

### How can a warranty claim request be submitted?

- All warranty claims must be approved solely by AMTROL.
- Contact the company or individual from whom you purchased the product and they will submit the claim to AMTROL for approval.
- Contact AMTROL directly at 800-426-8765, M-F 8:00AM - 5:00PM Eastern Time; [warranty@amtrol.com](mailto:warranty@amtrol.com) or:  
AMTROL INC. Warranty Claim Department  
1400 Division Road  
West Warwick, RI 02893
- Warranty claims must be made within 30 days of the failure and no more than 30 days after the expiration of the applicable warranty period.

### What does AMTROL require?

- Proof of purchase and original ownership.
- Proof of home ownership at the time of installation and at the time of product failure.
- Product model and serial number/date code of original and replacement units.
- AMTROL may require that the warranty claimant ship the product, postage prepaid, to an authorized distributor or to AMTROL.
- AMTROL may require additional information as evidence that the product was installed, operated and maintained according to the instructions.

### What will AMTROL do to resolve a covered warranty claim?

- AMTROL will, at its option, either make repairs to correct any defect in material or workmanship or supply either new or used replacement AMTROL parts or products.
- AMTROL reserves the right to make changes in the design, construction or material of the substitute parts or products.

### What is the warranty period for replacement parts or products?

- Replacement parts or products supplied under this warranty do not carry a new warranty, only the balance of the original warranty.

### What are the limitations of implied warranties?

- THE WARRANTIES CONTAINED HEREIN ARE THE EXCLUSIVE WARRANTIES FOR THE PRODUCT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS AND IMPLIED. NO AMTROL SALES REPRESENTATIVE OR ANY OTHER THIRD PARTY IS AUTHORIZED OR EMPOWERED TO PROVIDE AMTROL WARRANTY COVERAGE FOR AN AMTROL PRODUCT. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### Limitations of Remedies:

- THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER-FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL AMTROL BE LIABLE FOR MORE THAN, AND PURCHASER-FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL AMTROL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Such damages include, but are not limited to, inconvenience, loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the products or any associated equipment, facilities, buildings or services, downtime and the claims of third parties including customers. Some states do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



| <b>PRODUCT</b> | <b>MODELS</b> | <b>DURATION (from date of purchase)</b> |
|----------------|---------------|---|
|----------------|---------------|---|

**WATER SYSTEMS**

|                                     |             |  |
|-------------------------------------|-------------|--|
| Well-X-Trol® Residential Well Tanks | WX Models   | Seven (7) Year Limited Warranty*   |
| Well-X1® Constant Pressure System   | WX1 Models  | Seven (7) Year Limited Warranty (Tank)*<br>Two (2) Year Limited Warranty (Control) |
| CH, WF & PL Well Tanks              | All         | Five (5) Year Limited Warranty   |
| Guardian CP® Digital Control        | DC2         | Two (2) Year Limited Warranty  |
| Reverse Osmosis (RO) Tanks          | RO Models   | Five (5) Year Limited Warranty   |
| Retention Tanks                     | ERTG Models | Three (3) Year Limited Warranty  |
| AMTROL Pressuriser®                 | RP Models   | Two (2) Year Limited Warranty  |

**PLUMBING & HEATING**

|                               |   |   |
|-------------------------------|---|---|
| Extrol® Expansion Tanks       | EX, RX & SE Models<br>SX Models               | Five (5) Year Limited Warranty<br>One (1) Year Limited Warranty |
| Fill-Trol® Tanks              | FT Models                                     | Five (5) Year Limited Warranty                                  |
| Therm-X-Trol® Expansion Tanks | ST-5 through ST-25V<br>ST-30V through ST-210V | Five (5) Year Limited Warranty<br>One (1) Year Limited Warranty |
| Therm-X-Span® Expansion Tanks | T Models                                      | One (1) Year Limited Warranty                                   |

**HOT WATER MAKERS®**

|                              |                          |  |
|------------------------------|--------------------------|--|
| BoilerMate® Hot Water Makers | CH & WH-41 Models        | Six (6) Year Limited Warranty on Heat Exchanger and Tank Assembly Only. Limited Lifetime Upgrade Option Available. See Literature for Upgrade Information.         |
| HYDROMAX® Hot Water Makers   | HM Models                | Seven (7) Year Limited Warranty on Heat Exchanger and Tank Assembly Only. Limited Lifetime Upgrade Option Available. See Literature for Upgrade Information.       |
| Ener-G-Net™ Control          |                          | Two (2) Year Limited Warranty  |
| Premier™ Hot Water Makers    | WH-7, WHS, DC & S Models | Five (5) Year Limited Warranty in Commercial Applications.<br>Ten (10) Year Limited Warranty in Residential Applications on Heat Exchanger and Tank Assembly Only. |

**ALL OTHER**

|  |  |                               |
|--|--|-------------------------------|
| All Other Products, Components and Parts | If not specified above including Hot Water Maker components and parts other than the Heat Exchanger and Tank Assembly. | One (1) Year Limited Warranty |
|--|--|-------------------------------|

\* Units manufactured April 1, 2010 or later.



## AMTROL INC. AUTOGAS CYLINDER LIMITED WARRANTY

**AMTROL Inc.** with corporate offices at 1400 Division Road, West Warwick, Rhode Island 02893 (**"AMTROL"**) warrants that the **AutoGas Cylinder ("Cylinder")** shall be free of defects in material and workmanship for a one year period, (the "Warranty Period") under normal use and service when installed and used in accordance with all installation, operating and maintenance instructions, and applicable federal, state, and local laws and regulations.

If, within the Warranty Period, Purchaser notifies AMTROL that the Cylinder failed to conform to this Warranty, AMTROL will, at its option, either repair or replace the Cylinder (subject to the following Conditions). Notification of a claim of such failure under this Warranty shall be promptly made in writing to the AMTROL Warranty Claim Dept., 1400 Division Road, West Warwick, R.I. 02893. Purchaser's submission must include the Purchaser's address and phone number, a description of the failure, date of failure, and proof of the date of purchase (the original sales contract or receipt).

Once AMTROL is notified of any claim, AMTROL will determine whether Purchaser must return the Cylinder at their own expense or make the Cylinder available for inspection by an AMTROL representative, and AMTROL must be given an opportunity to verify Purchaser's claim. This Warranty does not cover any claims submitted to AMTROL more than thirty days after expiration of the Warranty Period. The Warranty is exclusively for the original purchaser or first user of the Cylinder and is not transferable. The Warranty Period commences on the date of installation by the dealer to the Purchaser.

This Warranty is void and does not apply if the Cylinder is damaged or the claim arises in whole or in part from abuse, misuse, negligence, misapplication, external damage, improper or negligent handling, shipping, installation, accident, storage, use, product alteration, lightening, flood or any other environmental condition, damage caused by inappropriate filling techniques, use of fuel other than HD-5 automotive grade liquid propane fuel, road hazards, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle

Failure to comply with all applicable legal requirements, or any other cause not expressly specified as covered by this Warranty, or any failure or problem resulting from the use of the Cylinder for any purpose other than those specified on the Cylinder or alteration of any part of the product shall not be covered by this Warranty, shall void this Warranty and Purchaser shall have no remedy.

**THIS WARRANTY AND THE PURCHASER REMEDIES PROVIDED HEREIN ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND NO AMTROL REPRESENTATIVE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTIES THE PURCHASER MAY HAVE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT MAY PURPORT TO EXTEND BEYOND OR VARY FROM THE EXPRESS WARRANTIES CONTAINED HEREIN ARE EXPRESSLY DENIED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AMTROL EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM AMTROL'S OWN NEGLIGENCE OR OTHER TORT.** Such damages include but are not limited to commercial loss, loss of use, loss of product placed in the cylinder, transportation, inconvenience, cost of transportation including rental vehicles, telephone calls, meals, accommodations, loss of personal or commercial property, loss of pay, income, profits or business opportunities or incidental damages and claims of third parties including customers. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, and strict liability, in tort or under any other legal theory. Some states do not allow the limitation of implied warranties, or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty does not apply to, and AMTROL disclaims any responsibility for, LP-Gas Regulator Valves or any other equipment attached to the Cylinder, which is not manufactured by AMTROL.



## COMMERCIAL TANK



# 5 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 5 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective tank or heat exchanger, for a period of **4 more years. You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Problems caused by improper: gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

# ARMSTRONG FLUID TECHNOLOGY

Armstrong Pumps Inc.  
("ARMSTRONG") TERMS OF SALE AND WARRANTY

File No: 9.10US  
Date: JANUARY 29, 2016  
Supersedes: 9.10US  
Date: JUNE 01, 2015

## ARMSTRONG TERMS

The following terms shall prevail over and cancel any other or different terms or conditions proposed by a customer of Armstrong (the "Customer") through a purchase order or otherwise. Armstrong's acceptance of the Customer's order shall not be construed as an acceptance of printed or inserted provisions on the Customer's form(s) which are inconsistent with or additional to these terms and conditions, unless specifically accepted in writing by an authorized signing officer of Armstrong. No sales representative, agent, or employee of Armstrong is authorized to alter, vary or waive any of these terms and conditions. Such changes require the written approval of an authorized signing officer of Armstrong.

## ACCEPTANCE OF ORDERS

All orders are subject to formal acceptance at Armstrong's head office by an authorized signing officer of Armstrong.

## PRICES

Unless otherwise expressly stated by Armstrong, prices quoted do not include any applicable transportation costs or property, sales, use, privilege or export taxes, custom duties or any other applicable tax, fee or charge imposed on or measured by the transaction(s) between the Customer and Armstrong. Customer will be responsible for paying such taxes, fees and costs, unless otherwise expressly stated by Armstrong. Prices quoted are firm for 30 days from date of quotation. [Upon acceptance, quoted] prices will remain firm to time of shipment, provided:

- A Delivery is accepted as goods are available.
- B The Customer will accept delivery six months or less from date of its order.
- C Approval data is returned within 30 days from date of submission.

## TERMS

Net 30 days from date of invoice, unless otherwise stated. The Customer will be charged the lesser of (i) 2% per month interest (24% per annum) or (ii) the highest rate permitted by law on all overdue accounts. These terms are subject to credit approval; otherwise, terms are cash with order or c.o.d.

## MINIMUM BILLING

Minimum billing of each Customer order will be \$150 net.

## CONFIRMATION OF TELEPHONE ORDERS

Orders are accepted by telephone for the convenience of the Customer and must be promptly confirmed by Customer in writing. Such orders should be clearly marked as **Confirmation**; otherwise they may be duplicated.

## RETURNED GOODS

No goods may be returned without first obtaining a Returned Goods (RG) number from Armstrong. Application [for RG number] must include invoice number and date of original shipment.

- A All goods returned will be subject to a re-handling charge a minimum charge of the greater of 25% of invoice amount or \$50.00 will apply.
- B If, upon inspection, the goods are found to be in need of reconditioning or repair, an additional deduction will be made and the Customer will be advised of the total re-handling charge that will apply.
- C All goods approved for return must be clearly tagged with RG number, have transportation charges prepaid and be received by Armstrong within 30 days of return approval and will be accepted for credit on the basis of original invoiced prices.
- D Goods which are assembled to order [this includes all pumps, systems, heat exchangers and replacement tube bundles], obsolete, used, non-stock, or over 18 months old (from date of shipment), are not returnable.

## WARRANTY

Armstrong warrants Armstrong-manufactured products to be free from defects in material and workmanship under normal use and service for the time periods noted below when installed and used in accordance with Armstrong's printed instructions [normal wear and tear excepted]:

- Design Envelope pumps ordered July 2013 or later and E.2 series circulators - 36 months from installation, but not more than 42 months from date of manufacture.
- Astro 2 and Compass circulators - 60 months from installation, but not more than 66 months from date of manufacture (for products with 2013 or later date code)
- Design Envelope 6800 G boosters - 36 months from installation, but not more than 42 months from date of manufacture.
- All other circulators and hydronic specialties - 24 months from installation, but not more than 30 months from date of manufacture.
- All other products - 12 months from installation, but not more than 18 months from date of manufacture.

**Notes:** All mechanical seal warranties are restricted to those failures at start-up and must be reported in writing to the Armstrong factory within 48 hours. Armstrong obligations shall be limited to the repair of parts or replacement of any part, at its option and F.O.B. factory (or F.O.B. authorized Armstrong service facility located in the Customer's territory where such facility is available and services the product in question), which may prove defective under normal use and service during the warranty period and which Armstrong's examination shall disclose to be defective. These warranties shall not apply to any goods which have been subject to accident, alteration, abuse, misuse, tampering, negligence, damage by flood, fire or act of God or where the goods have been improperly installed, maintained or subjected to certain types of and/or improperly applied with water treatment or other system additives. Armstrong shall not be liable for costs of removal, installation, service, labour or transportation charges or for damages for delay caused by defective material or workmanship or for personal injuries or damage to property caused directly or indirectly by any Armstrong-manufactured product or by its use or operation experienced by the Customer or any other person whatsoever.

**The above warranties are in lieu of all other warranties expressed or implied. No representative or other person is authorized or permitted to make any warranty or assume for us any liability not strictly in accordance with the foregoing. The foregoing warranties shall not apply to components purchased by Armstrong from other manufacturers; in lieu of providing warranty on such components, Armstrong will make available to the customer any warranties received by it from such manufacturers. Customer must pursue any remedy with respect to such components against such third party. Other than the foregoing warranties, Armstrong makes no representation or warranty of any kind, expressed or implied, with respect to its products, whether as to merchantability, fitness for a particular purpose or any other matter. The customer acknowledges that it uses any products provided by Armstrong for business purposes and therefore agrees that all consumer protection terms implied by law shall not apply.**

#### **SHIPMENT (F.O.B. POINT), RISK OF LOSS, TITLE**

Prices are F.O.B. Armstrong's warehouse, unless otherwise stated. Where freight allowances are specifically offered, Armstrong reserves the right to select carrier and routing. All deliveries and shipments will be at the Customer's risk from the time of delivery to the carrier by Armstrong, irrespective of whether the principal carrier shall have been designated in the shipping instructions of the Customer. The Customer is required to inspect all inbound documents for accuracy. If there is any evidence of injury to or shortage of containers' contents, the Customer shall not provide receipt to carrier in good condition, but shall give receipt according to the facts. In case of damage, claim must be made on carrier without delay. Armstrong's assistance is available to secure adjustment. Any discrepancy must be reported in writing to Armstrong Customer Service within 5 days of receipt. Title to products will

pass to Customer upon Armstrong's receipt of the entire purchase price therefor.

#### **PRIOR SALE**

Goods in stock are offered subject to prior sales or shipment.

#### **SHIPMENT, DELIVERIES OR CANCELLATIONS**

Shipment dates are estimated and Armstrong will not be liable for late shipments. Armstrong shall not be liable for any charges or damages arising directly or indirectly, out of loss, damage, stoppage or delay and interruption with respect to shipments or to delivery schedules resulting from fire, storm, flood, war, explosion, accident, strike, lockout, labour disturbance, embargos, riots, acts of civil or military authority, acts or omissions of the Customer or acts of God or public enemies, inability to obtain product from supplier, accident or breakdown to, or mechanical failure of, machinery and equipment, changes in economic conditions or other causes beyond Armstrong's reasonable control. If shipments are delayed or deferred by the Customer more than one month beyond the original shipping date, payment for goods shall become due at the time and storage or warehousing charges of the lesser of (i) 2% per month (24% per annum) or (ii) the highest rate permitted by law. No order for assembled to order equipment may be cancelled, materially altered or terminated except upon payment to Armstrong for loss, damage and expense arising from such cancellation, alteration or termination, including a reasonable profit and overhead. Armstrong reserves the right to discontinue the sale of certain of its products and to change the contents and packaging thereof. Armstrong shall not incur any liability thereby or any obligation to change or repurchase any such products sold to the Customer.

#### **LIMITATION OF LIABILITY**

**Notwithstanding anything to the contrary herein contained, Armstrong shall not be liable to Customer or any third party for any consequential, contingent, incidental, liquidated, indirect or special damages, lost profits or other losses of customer or any third party arising, directly or indirectly, in respect of any products or services provided by Armstrong to the Customer or the sale, transportation, use or failure thereof, whether based on breach of warranty, negligence or otherwise. Without limiting the generality of the foregoing, the parties acknowledge and agree that: (a) Armstrong shall not be liable for any damages which result from the Customer's failure to take reasonable steps to maintain and inspect the products provided by Armstrong and their related components or failure to have appropriate standby procedures in place in relation thereto, (b) Armstrong shall not be liable for any damages arising, directly or indirectly, in respect of any components provided to the Customer by Armstrong which were purchased by Armstrong from other manufacturers or the use or failure thereof and (c) Armstrong's maximum liability to the customer shall be limited to the replacement value of any products provided by Armstrong to the Customer.**

## **STATUTE OF LIMITATIONS**

Any action of any nature by Customer against Armstrong must be commenced by Customer within one year after the cause of action first accrued.

## **DEFAULT**

If Customer (a) fails to pay any amount due to Armstrong when due, (b) fails to observe or perform any of its other obligations under these terms and conditions, (c) takes any action that in Armstrong's opinion adversely affects the name, reputation or goodwill of Armstrong or its products, (d) is an entity and the person(s) that controls Customer on the date these terms and conditions are issued to Customer no longer controls Customer or (e) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes or a receiver is appointed for its assets, then, at Armstrong's sole option, all sums due or to become due from Customer to Armstrong may become immediately due and payable, and concurrently, or in the alternative, Armstrong may terminate any existing order between the Parties in whole or in part, defer shipment or delivery of any products, sell any part of any undelivered products and exercise any other remedies available to Armstrong under applicable law.

## **COSTS AND EXPENSES; INDEMNIFICATION**

Customer will be responsible for all costs and expenses, including attorneys' fees and disbursements, incurred by Armstrong in enforcing any term or condition herein and Customer will indemnify and promptly reimburse Armstrong for such costs and expenses. Customer agrees to indemnify and hold the Armstrong and its officers, directors, employees, agents, affiliates and customers harmless from all costs, expenses and losses incurred by any of them which relate to or arise out of Customer's or Customer's customers use, transportation, handling, installation, sale, distribution or disposal of any products sold hereunder or Customer's failure to perform any obligation hereunder.

## **[CONFIDENTIAL INFORMATION**

Armstrong's technical, trade secret, proprietary or similar information (collectively, "Confidential Information") disclosed by Armstrong to Customer or its officers, directors, employees or agents (collectively, "Representatives") and all copies thereof are the sole and exclusive property of Armstrong. Such disclosure will not be construed as granting to Customer or its Representatives any right, title or interest of any kind in any Confidential Information. Upon Armstrong's request, Customer will promptly deliver to Armstrong all Confidential Information in Customer's posses-

sion which is in written or electronically-readable form, including all copies or extracts thereof or based thereon in its possession or in the possession of any of its Representatives. All Confidential Information will be kept confidential by Customer and will not be disclosed to any person or entity without Armstrong prior written consent. Customer will be responsible for any breach of this covenant by Customer or any of Customer's Representatives and will indemnify Armstrong and its officers, directors, employees, agents, affiliates and customers for any costs, expenses or losses incurred or suffered by any of them as a result of such breach.]

## **TERRITORIAL RESTRICTIONS**

The Customer shall not without the express written approval of Armstrong (which shall not be unreasonably withheld) export or use any products provided by Armstrong, or sell or hire such products to a person or entity who to its knowledge intends to export or use it, outside the country of intended use as declared to Armstrong. The Customer undertakes to comply with export control restrictions where applicable. If export or import restrictions are imposed or export or import licenses are cancelled, withdrawn or not renewed, then the Customer shall pay for all goods already delivered at the contract rate and payments already made may be used by Armstrong in respect of claims or demands made or losses incurred hereunder.

## **SECURITY INTEREST**

Customer hereby grants to Armstrong a priority lien and security interest in products sold to Customer and in all proceeds of such products to secure Customer's obligations to Armstrong hereunder. Customer appoints each officer of Armstrong as an attorney-in-fact for Customer for the purpose of executing and filing each financing statement or other documents necessary to perfect such security interest. Upon the failure of Customer to pay the purchase price for any products when due, or to perform any of Customer's obligations under these terms and conditions, Armstrong will (a) without any judicial process, have the right to enter upon Customer's premises and take possession of any such products or to receive such products from Customer upon Armstrong's demand and (b) have all other rights and remedies of a secured party under the Uniform Commercial Code of the [State of New York] and any other applicable law.

## **GOVERNING LAW; JURISDICTION; VENUE:**

Armstrong's offer, sales contract, invoice, these terms and conditions, Armstrong's order acknowledgment and any other document delivered by Armstrong to Customer will be governed by and construed according to the laws of the [State of New York], without reference to the principles of conflicts of law. Armstrong and Customer each hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the [Western District of New York] or the

applicable state court located in the State of New York, [County of Erie] for any action or proceeding arising out of or relating to the sale of Armstrong's products to Customer, (b) waives any objection to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

### **MISCELLANEOUS**

It is understood that neither party hereto is constituted as an agent, employee or servant of the other party for any purpose whatsoever. The Customer shall be solely responsible for its acts, conduct and expenses and the acts, conduct and expenses of its employees and agents. These terms and conditions will be binding upon the Parties and their respective successors and assigns; provided, however, that Customer may not assign any of its rights or duties hereunder without Armstrong's prior written consent. If any of the provisions of these terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions of these terms and conditions will remain in full force and effect. Armstrong's offer, sales contract or invoice,

these terms and conditions and Armstrong's order acknowledgment constitute the entire agreement between Armstrong and the Customer with respect to the sale of Armstrong's products to Customer, superseding all prior representations, agreements or understandings, written or oral, between the parties with respect to such sale. These terms and conditions cannot be amended orally or by any course of conduct by either party, but may only be amended by a written agreement executed by the Parties. The failure by Armstrong to (a) enforce any provision hereof will not be construed as a waiver of such provision or of Armstrong's right to enforce such provision and (b) object to provisions contained in any purchase order or other communication from Customer will not be construed as a waiver of these terms and conditions nor an acceptance of any such Customer provisions.

### **ACCEPTANCE**

The Customer's acceptance of any goods supplied by Armstrong or on Armstrong's behalf shall without limitation constitute acceptance of all terms and conditions as stated herein.

#### **TORONTO**

+1 416 755 2291

#### **BUFFALO**

+1 716 693 8813

#### **BIRMINGHAM**

+44 (0) 8444 145 145

#### **MANCHESTER**

+44 (0) 8444 145 145

#### **BANGALORE**

+91 (0) 80 4906 3555

#### **SHANGHAI**

+86 21 3756 6696

#### **SÃO PAULO**

+55 11 4781 5500

BARNES®



burks®

WEINMAN®

DEMING®

PROSSER®

## Limited 24 Month Warranty

Crane Pumps & Systems warrants that products of our manufacture will be free of defects in material and workmanship under normal use and service for twenty-four (24) months after manufacture date, when installed and maintained in accordance with our instructions. This warranty gives you specific legal rights, and there may also be other rights which vary from state to state. In the event the product is covered by the Federal Consumer Product Warranties Law (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, (2) this warranty is a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our factory or nearest authorized service station. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, F.O.B. POINT OF MANUFACTURE OR AUTHORIZED REPAIR STATION, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.** Unless expressly stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by us, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. **RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSES AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.**

This warranty shall not apply when damage is caused by (a) improper installation, (b) improper voltage (c) lightning (d) excessive sand or other abrasive material (e) scale or corrosion build-up due to excessive chemical content. Any modification of the original equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval.

This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. **UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR FEES, UNAUTHORIZED REPAIR SHOP EXPENSES, LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DAMAGE OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval.

**CRANE**®

PUMPS & SYSTEMS

A Crane Co. Company

420 Third Street  
Piqua, Ohio 45356  
Phone: (937) 778-8947  
Fax: (937) 773-7157  
www.cranepumps.com

83 West Drive, Brampton  
Ontario, Canada L6T 2J6  
Phone: (905) 457-6223  
Fax: (905) 457-2650

**IMPORTANT!  
WARRANTY REGISTRATION**

Your product is covered by the enclosed Warranty.  
To complete the Warranty Registration Form go to:

<http://www.cranepumps.com/ProductRegistration/>

If you have a claim under the provision of the warranty, contact your local  
Crane Pumps & Systems, Inc. Distributor.

**RETURNED GOODS**

**RETURN OF MERCHANDISE REQUIRES A "RETURNED GOODS AUTHORIZATION".  
CONTACT YOUR LOCAL CRANE PUMPS & SYSTEMS, INC. DISTRIBUTOR.**



**Products Returned Must Be Cleaned, Sanitized,  
Or Decontaminated As Necessary Prior To Shipment,  
To Insure That Employees Will Not Be Exposed To Health  
Hazards In Handling Said Material. All Applicable Laws  
And Regulations Shall Apply.**

**BARNES®**

**BARNES®**  
PRESSURE **PS** SYSTEMS



**burks®**

**WEINMAN®**

**DEMING®**

**PROSSER®**

## *Standard Terms and Conditions*

**OUR ACCEPTANCE OF YOUR ORDER IS EXPRESSLY CONDITIONED ON THE GENERAL TERMS AND CONDITIONS SET FORTH BELOW AND ALL TERMS STATED ON THE FACE OF THIS FORM. THE CONTRACT SHALL NOT INCLUDE ANY DEVIATING OR ADDITIONAL TERMS UNLESS EXPRESSLY AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF OUR COMPANY.**

**PRICES:** All prices are subject to change without notice and all shipments will be invoiced at the price in effect at the time of shipment, except when otherwise agreed to in writing by our authorized representative. Published prices are for products of our standard design and construction and any item not covered by the most recent published price list must be referred to us for special pricing. Prices do not include freight. Weights shown in price lists are approximate shipping weights. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold is not in the price and will be added to billing unless you provide us with an appropriate exemption certificate.

**QUOTATIONS:** Prices quoted by us are valid for 30 days from date of quotation unless we have otherwise specified in writing. Clerical errors on quotations are subject to our correction and such errors will not be binding.

**CANCELLATION AND REVISIONS:** No purchase orders accepted and acknowledged by us may be cancelled or revised by you except with our prior written consent and upon payment of reasonable cancellation charges compensating us for all costs incurred in work done and material purchased. We reserve the right to determine what constitutes reasonable cancellation charges.

**RETURN OF EQUIPMENT:** No equipment shall be returned to us without first obtaining a written Returned Goods Authorization and shipping instructions from us. The returner must prepay the charges in full for transportation to our factory. Credit allowed for new, undamaged equipment of current standard design will be a maximum of 80%; or less as determined by Customer Service; of the invoiced price or current billing price, whichever is less. The minimum value of returned product is \$250 invoiced price or current billing price. Equipment which has been used, however slight, will not be accepted. Authorization will not be given for return of equipment, (1) which would, in our opinion, result in an excess in the amount of stock we normally carry, (2) not invoiced within the last 12 months, or (3) which is non-standard and manufactured specifically to a buyer's specifications. For non-standard equipment not of our manufacture, the only credit allowed will be such credit as may be allowed by the manufacturer of such equipment. Equipment must be returned within 30 days of the issuance of the Returned Goods Authorization. No item with a net value of less than \$35.00 will be authorized for return. Items not available for return are those that have a shelf life and hardware items. Unauthorized returns may be refused and/or returned freight collect.

**CREDIT AND PAYMENT:** Payment is due as noted on our invoice. Overdue accounts are subject to a service charge. All orders are subject to approval of our credit department and we may require full or partial payment in advance. Pro rata payments shall become due as shipments are made. If the shipments are delayed by you for any cause, payments shall become due from date on which we are prepared to make shipment and storage shall be at your risk and expense. If manufacture is delayed by you for any cause, a partial payment based upon the proportion of the order completed shall become due from the date on which we are notified of the delay.

**SECURITY INTEREST:** We shall have a lien on all goods sold as security for payment on the invoice price, and upon request you shall provide and execute a financing statement showing such lien.

**DELIVERY:** We will make reasonable effort to meet your delivery requirement provided you provide us, on a timely basis, all approvals, technical data, instructions and credit approval requirements needed for release of the shipment. However, all delivery and/or shipment dates are estimates only unless we have expressly guaranteed delivery of such dates in writing at your specific request. In no event shall we have any liability if delivery is delayed by strikes, labor disturbances, material shortages, plant calamities or disaster, acts of God, government actions, civil disturbance, the failure of any pre-supposed condition of the contract, withholding shipments due to credit clearance, or other interferences beyond our reasonable control, and the date of delivery shall be extended for a period of time equal to the time lost because of any such reason. Emergency Orders and Rush Orders: Contact the Sales Department for applicable handling fees.

**SHIPPING:** Unless you specify in writing and we acknowledge in writing, (A) goods will be boxed or crated as we may deem proper for protection against normal handling and for domestic shipment, (B) routing and manner of shipment will be at our discretion, and may be insured at your expense. An extra charge will be made for special handling. All shipments



are F.O.B. point of manufacture. Delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay, damage or loss.

**FACTORY STORAGE:** In the event Purchaser is unable to authorize or accept shipment upon notification of Crane Pumps & Systems readiness to ship, equipment shall be placed in suitable storage by Crane Pumps & Systems. Storage charges and any charges for drayage, re-inspection by Quality Assurance, etc. will be for the account of the Purchaser.

**GOVERNING LAW:** It is understood and agreed that these Terms and Conditions of Sale shall be interpreted under and pursuant to the laws of the State of Ohio; you agree that any action at law or suit which is related to any contract of sale brought against us shall be filed in a federal or state court located in the State of Ohio.

**LIMITED WARRANTY:** Crane Pumps & Systems warrants that products of our manufacture will be free of defects in material and workmanship under normal use and service for twenty-four (24) months after manufacture date, when installed and maintained in accordance with our instructions. This warranty gives you specific legal rights, and there may also be other rights which vary from state to state. In the event the product is covered by the Federal Consumer Product Warranties Law (1) the duration of any implied warranties associated with the product by virtue of said law is limited to the same duration as stated herein, (2) this warranty is a LIMITED WARRANTY, and (3) no claims of any nature whatsoever shall be made against us, until the ultimate consumer, his successor, or assigns, notifies us in writing of the defect, and delivers the product and/or defective part(s) freight prepaid to our factory or nearest authorized service station. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO ANY PRODUCT SHALL BE TO REPLACE OR REPAIR AT OUR ELECTION, F.O.B. POINT OF MANUFACTURE OR AUTHORIZED REPAIR STATION, SUCH PRODUCTS AND/OR PARTS AS PROVEN DEFECTIVE. THERE SHALL BE NO FURTHER LIABILITY, WHETHER BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. Unless expressly stated otherwise, guarantees in the nature of performance specifications furnished in addition to the foregoing material and workmanship warranties on a product manufactured by us, if any, are subject to laboratory tests corrected for field performance. Any additional guarantees, in the nature of performance specifications must be in writing and such writing must be signed by our authorized representative. Due to inaccuracies in field testing if a conflict arises between the results of field testing conducted by or for user, and laboratory tests corrected for field performance, the latter shall control. RECOMMENDATIONS FOR SPECIAL APPLICATIONS OR THOSE RESULTING FROM SYSTEMS ANALYSES AND EVALUATIONS WE CONDUCT WILL BE BASED ON OUR BEST AVAILABLE EXPERIENCE AND PUBLISHED INDUSTRY INFORMATION. SUCH RECOMMENDATIONS DO NOT CONSTITUTE A WARRANTY OF SATISFACTORY PERFORMANCE AND NO SUCH WARRANTY IS GIVEN.

This warranty shall not apply when damage is caused by (a) improper installation, (b) improper voltage (c) lightning (d) excessive sand or other abrasive material (e) scale or corrosion build-up due to excessive chemical content. Any modification of the original equipment will also void the warranty. We will not be responsible for loss, damage or labor cost due to interruption of service caused by defective parts. Neither will we accept charges incurred by others without our prior written approval.

This warranty is void if our inspection reveals the product was used in a manner inconsistent with normal industry practice and/or our specific recommendations. The purchaser is responsible for communication of all necessary information regarding the application and use of the product. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR FEES, UNAUTHORIZED REPAIR SHOP EXPENSES, LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION, IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY ANY DEFECTS IN MATERIAL AND/OR WORKMANSHIP AND/OR DAMAGE OR DELAYS IN SHIPMENT. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No rights extended under this warranty shall be assigned to any other person, whether by operation of law or otherwise, without our prior written approval.

If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount for attorney's fees.

**YOUR ACCEPTANCE OF ANY GOODS SUPPLIED BY US, OR ON OUR BEHALF, SHALL, WITHOUT LIMITATION CONSTITUTE ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED ABOVE.**



A Crane Co. Company

## PUMPS & SYSTEMS

420 Third Street  
Piqua, Ohio 45356  
Phone: (937) 778-8947  
Fax: (937) 773-7157  
www.cranepumps.com

83 West Drive, Brampton  
Ontario, Canada L6T 2J6  
Phone: (905) 457-6223  
Fax: (905) 457-2650

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## M&G DuraVent Limited Lifetime Warranty

M&G DuraVent, Inc. ("DuraVent") provides this limited lifetime warranty for all of its products with the exception of Ventinox® (lifetime), and PolyPro® (ten years). Subject to the limitations set forth below, DuraVent warrants that its products will be free from defects in material or manufacturing, if properly installed, maintained and used. DuraVent products are fully warranted if installed only by a professional installer. This Warranty is transferable from the original homeowner to the buyer of the home. This warranty does not cover normal wear and tear, smoke damage or damage caused by chimney fires, acts of God, or any product that was: (1) purchased other than from an authorized DuraVent dealer, retailer or distributor; (2) modified or altered; (3) improperly serviced, inspected or cleaned; or (4) subject to negligence or any use not in accordance with the installation instructions included with the product as determined by DuraVent. Installation instructions are available online at [www.duravent.com](http://www.duravent.com) under Support/Literature and through our Customer Service Department 800-835-4429 or [customerservice@duravent.com](mailto:customerservice@duravent.com). This limited lifetime warranty applies only to parts manufactured by DuraVent.

DuraVent provides the following warranties for its products: One Hundred Percent (100%) MSRP 15 years from the date of purchase, and Fifty Percent (50%) thereafter, except for the following limitations on: all Termination Caps and DuraBlack® are warranted at One Hundred Percent (100%) for five years.

All warranty obligations of DuraVent shall be limited to repair or replacement of the defective product pursuant to the terms and conditions applicable to each product line. These remedies shall constitute DuraVent's sole obligation and sole remedy under this warranty. This warranty provides no cash surrender value. The terms and conditions of this warranty may not be modified, altered or waived by any action, inaction or representation, whether oral or in writing, except upon the express, written authority of an executive officer of DuraVent.

Corn, bio-fuels, driftwood or other wood containing salt, preservative-treated lumber, plastic and household trash or garbage, or wood pellets containing such materials must not be burned in the appliance or fireplace. In case of a chimney fire, the chimney must be inspected and approved by a certified Chimney Sweep before reuse. After each annual inspection, maintenance, and cleaning, the certified Chimney Sweep must fill out and date the appropriate section of the warranty card provided with the chimney liner.

LIMITATIONS ON INTERNET SALES: Notwithstanding any other terms or conditions of this Limited Lifetime Warranty, DuraVent provides no warranty for the following specific products if such products are not installed by a qualified professional installer: DuraTech®, DuraTech® DTC, DuraPlus HTC®, DuraChimney® II, PelletVent Pro®, DirectVent Pro®, FasNSeal®, FasNSeal® W2, FasNSeal® Flex, and PolyPro®, and

M&G DuraVent's relining products including DuraLiner®, DuraFlex® (SW, Pro, 316, 304), and Ventinox®. For purposes of this warranty, a trained professional installer is defined as one of the following: licensed contractors with prior chimney installation experience, CSIA Certified Chimney Sweeps, NFI Certified Specialists, or WETT Certified Professionals.

DuraVent must be notified and given the opportunity to inspect defective product prior to replacement under the terms of this limited lifetime warranty. All warranty claims must be submitted with proof of purchase. Labor and installation costs are not covered under this warranty. To obtain warranty service contact: DuraVent Warranty Service, 877 Cotting Ct., Vacaville CA 95688, or call 800-835-4429.

WHERE LAWFUL, DURAVENT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL DURAVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR DIRECT OR INDIRECT LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND PERSONAL INJURY. DURAVENT'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

For the most up-to-date installation instructions, see [www.duravent.com](http://www.duravent.com)

REV 2.27.2013

Manufactured in Vacaville CA and Albany NY

# DuraVent

Member of  M&G Group 800-835-4429 [www.duravent.com](http://www.duravent.com) L209 3/2012

## LATTNER BOILER LIMITED WARRANTY

A Lattner boiler shell is guaranteed to be constructed in accordance with the ASME Code. An independent ASME boiler inspector inspects the construction of each boiler and: (1) checks mill test reports on all materials used to ensure that the chemical and physical analysis of such materials complies with the ASME Code; (2) inspects each boiler shell during construction to see that workmanship complies with the Code; and (3) witnesses the final hydrostatic test and then places the ASME stamp on the boiler shell and signs an ASME data report certifying the boiler is ASME approved.

Lattner warrants the boiler and any other equipment of its manufacture to be free from defects in material and workmanship for one (1) year from the date of shipment from the factory, provided the boiler is operated under the normal use and service for which it was intended, and only if the boiler has been properly installed by a qualified technician in accordance with but not limited to ASME, ANSI, and NFPA Codes and applicable local, state, and national codes.

Lattner's obligation under this Warranty is limited, at Lattner's option, to replacing or repairing any defective part of the boiler or other equipment it manufactures. No allowance will be made for labor, transportation, or other charges incurred in the replacement or repair of defective parts. Merchandise not manufactured by the Company, supplied in one piece or in component assemblies, is not covered by the above warranty, but the Company will give the Purchaser the benefit of such adjustment as it can make with the manufacturer of such items.

Lattner shall not be liable for special, indirect, or consequential damages. Lattner shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of the boiler. This exclusion from liability includes the Purchaser's expenses for downtime or for making up downtime, damages for which the Purchaser may be liable to other persons, or damages to property.

The remedies set forth in this Warranty are exclusive, and the liability of Lattner with respect to any contract or sale shall not exceed the cost of repair or replacement of the boiler or other equipment manufactured by Lattner.

The above Warranty shall not apply to any boiler or other equipment manufactured by Lattner which:

- 1) has been repaired or altered without Lattner's written consent;
- 2) has been altered in any way so as, in the judgment of Lattner, to adversely affect the stability or reliability of the boiler;
- 3) has been subject to improper water treatment, scale, corrosion, misuse, negligence, or accident;
- 4) has not been operated in accordance with Lattner's printed instructions or specifications;
- 5) has been operated under conditions more severe than or otherwise exceeding those set forth in the specifications for such boiler; or
- 6) has not been properly installed by a qualified technical in accordance with but not limited to ASME, ANSI and NFPA Codes and all applicable local, state and national codes.

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LATTNER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.**

Purchaser must notify Lattner of a breach of Warranty within thirty (30) days after discovery thereof, but not later than the one-year guarantee period; otherwise, such claims shall be deemed waived. No allowance will be granted for any repairs or alterations made by Purchaser without Lattner's prior verbal or written consent. Items returned to Lattner must be accompanied by a factory-supplied return goods authorization (RGA). **Such authorization may be obtained by calling the factory at 319/366-0778 or by writing to P.O. Box 1527, Cedar Rapids, IA 52406.**

Lattner neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the boiler or other equipment manufactured by Lattner, and there are no oral agreements or warranties collateral to or affecting this Agreement.

**LATTNER BOILER COMPANY**  
Cedar Rapids, IA USA

# STANDARD TERMS & CONDITIONS

## LIMITATION ON QUOTATION

Unless otherwise stated in the quotation, the quotation will remain valid for a period of thirty (30) days from the date hereof, at which time it will automatically expire unless extended by a signed document issued by the Company, from its headquarters in Cedar Rapids, IA.

## EQUIPMENT SELECTION

The Purchaser's selection of sizes, types, capacities, and specifications and suitability thereof for the specific application shall be the unshared responsibility of the Purchaser or Purchaser's representative or consultant.

## PERMISSIBLE VARIATIONS, STANDARDS, AND TOLERANCES

Except in the particulars specified by the Purchaser and expressly agreed to in writing by the Company, all materials shall be produced in accordance with the Company's standard practices. The Company reserves the right to deviate from tolerances and variations in the equipment without notice, provided that the substitute part(s) or deviation(s) are consistent with the usage and performance of the product.

## PRICES

Unless defined otherwise in the quotation, prices are F.O.B. Cedar Rapids, IA USA, exclusive of freight, storage, off-loading, installation, service, start-up, extended warranty or local delivery charges, if any.

## TAXES

Purchaser shall be liable for all Federal, State, and local taxes with respect to the purchase of the equipment proposed, unless exclusively exempted from any taxes and proof thereof is on file with the Company.

## PAYMENT

Purchaser shall pay with US funds, the full amount of the invoiced purchase price within thirty (30) days of the Company's invoice, whether the equipment has shipped or has been delayed through no fault of the Company and subject to approved credit. Beginning thirty (30) days after the invoice date, Purchaser shall pay a late payment charge of two percent (2%) per month, which is an annual rate of 24%, on any unpaid portion of the purchase price. The Company reserves the right to revoke or modify these credit terms.

## SHIPMENT

Any shipping date shown in the body of the quotation or order acknowledgement, represents the Company's approximated schedule as of the date of the quotation, and is subject to change as determined by shop loading if and when this quotation should be realized as an actual sale. The Company shall not incur any liability of any kind for failure to ship on any particular date unless a firm shipping date has been expressly agreed to by an officer of the Company, in a separate written document.

## CANCELLATION AND DELAYS

Subsequent to the receipt of Purchaser's Purchase Order and the Company's issued order acknowledgement, the Purchaser may not change or cancel the order in whole or in part without the written approval and acceptance by the Company of such cancellation or change. The Company may condition its approval of a change or cancellation upon a price change to reflect the Company's cost to implement the change, or to offset costs incurred by the Company in order preparation, engineering, purchasing, or in actual production of the order. In the event that the Purchaser delays shipment of the equipment upon the Company's notice to ship, the equipment shall be placed in storage at the Purchaser's risk and expense, and shall be invoiced as if shipped.

## RETURNS AND RESTOCKING

Equipment may be returned to Lattner at 1411 9<sup>th</sup> Street SW, Cedar Rapids, IA 52404, only upon prior written authorization of the Company. Consent, if given, will be upon the condition the Purchaser assumes all carrier charges, responsibility for damages in transit, and a minimum

15% restocking charge, and only if the authorized material is in new and unused condition and returned within one year from original date of shipment. The credit will be based on the original invoice price or the current price; whichever is lower, less the applicable restocking charge.

## SECURITY INTEREST

For the purposes of securing payment, the Company may issue a lien on the equipment, for past due accounts, until such time that payment has been received in full. Upon receipt of payment in full, the Company will rescind the lien.

## FORCE MAJEURE

In no event shall the Company be liable for loss or damage resulting from any delay or failure to ship or other failure, loss, or damage that is the proximate result of any act of government authority, revolution, riot, civil disorder, act of war, delay or default in transportation, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any cause not within the reasonable control of the Company. The Company may, without causing a breach or incurring liability, allocate goods which are in short supply irrespective of the reasons therefore among customers in any manner which the Company in its sole discretion deems advisable. If an event occurs that is beyond the control of the Company, and that event delays the Company's performance and causes its cost of production to increase because of the delay, the Company may pass such increased cost(s) on to the Purchaser.

## DAMAGE LIMITATION

Under no circumstance shall the Company be held liable for any loss of profits, down time, or any incidental or consequential damages of any kind with respect to its products or the transaction by which its products are sold.

## WARRANTY AND PERFORMANCE

Products shall be warranted in accordance with the Company's standard warranty statement, form No. 2-98-R06. The Company's warranty shall be voided by any abuse, misuse, neglect, unauthorized modification or service, lack of maintenance and service, or use not in accordance with the Company's instructions. Warranty shall also be voided if water treatment has not been provided or by improper start-up of the equipment. The Company's warranty statement and this paragraph contain the Company's sole warranty and the Company makes no implied warranty, and there is no implied warranty of merchantability or fitness for any particular purpose.

## SERVICE

Unless otherwise noted herein, the cost of the equipment does not include service or installation. All services performed by the Company are subject to the Purchaser's payment of the Company's prevailing charges plus necessary travel and living expenses. Whenever service is quoted, please refer to Lattner's Service Policy for specific details.

## EXCLUSION OF OTHER TERMS

This constitutes an offer on behalf of Lattner Boiler Manufacturing (the Company); to sell the goods described in the quotation, exclusively on the terms and conditions stated. Acceptance of this by the Purchaser is hereby expressly limited to these Terms and Conditions and shall be applicable to any order issued by the Purchaser unless other terms have been agreed to in a written document issued by the Company.

## GOVERNING LAW

The transaction with respect to the goods, which are subject hereof, shall be governed by, interpreted, and construed in accordance with the laws of the State of Iowa. The Courts in the State of Iowa will have the sole jurisdiction over any claim arising under this contract of sale.

## ASSIGNMENT

All sales as evidenced by the Company's acknowledgement shall be binding upon and insure to the benefit of the Purchaser and the Company and their respective heirs, successors, or assigns.

**LATTNER BOILER COMPANY**  
Cedar Rapids, IA USA

TC06

## COMMERCIAL BOILER



# 10 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 10 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective heat exchanger, for a period of **9 more years**. **You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Problems caused by improper: gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

# COMMERCIAL POOL HEATER



## 5 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 5 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective heat exchanger, for a period of **4 more years. You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Problems caused by improper: gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

## COMMERCIAL TANK



# 5 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 5 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective tank or heat exchanger, for a period of **4 more years. You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Problems caused by improper: gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

# COMMERCIAL WATER HEATER



## 5 YEAR LIMITED WARRANTY

### EFFECTIVE:

For 5 Years, Lochinvar warrants this product against defects in materials or workmanship and failure due to thermal shock as described in this document, if installed within the United States or Canada, and provided the product remains at its original place of installation.

Warranty coverage begins on the date of installation OR the date of manufacture if installation cannot be verified. *Note: The date of manufacture can be determined using the Serial Number, located on the silver rating label (Example: D12H0024168).*

### WHAT IS COVERED:

Subject to these terms, in the event of a defect in materials or workmanship appearing during the first year, Lochinvar will repair, or at our discretion, replace any part of the product covered under this warranty.

After 1 year, Lochinvar will repair or, at our discretion, replace the defective heat exchanger, for a period of **4 more years. You are responsible for all labor, shipping, delivery, installation, and handling costs.**

**Unless authorized in writing, all products must be returned to the factory for warranty determination, at the owner's expense.**

Any replacement part or product will be warranted only for the unexpired portion of the original product's limited warranty period.

If an identical model is no longer available due to a change in law, regulation, or standard, Lochinvar will replace the product with one having at least the same capacity and of equal input. In these instances, you will have the option of paying the difference between what you paid for the original model and the new model with the additional features, or receiving a refund of the portion of the purchase price allocable, on a pro-rata basis, to the unexpired portion of the warranty period.

### OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider. Visit [www.Lochinvar.com](http://www.Lochinvar.com) for a list of service providers in your area.

- Follow all instructions enclosed with the product.
- Retain all bills of sale or receipts for proof of installation.
- Provide copies of all service and maintenance records.
- Contact your installer or dealer as soon as any problem or defect is noticed.

### FOR SERVICE OR WARRANTY INQUIRIES:

Call your local installer or dealer. Be ready to provide the following information: your name, address and telephone number; the model and serial number of your Lochinvar, product; proof of installation; and a clear description of the problem.

### WHAT IS NOT COVERED, PROBLEMS CAUSED BY:

- Problems caused by improper: gas supply line sizing, gas type, venting, connections, combustion air, voltage, wiring, or fusing
- Improper installation, sizing, delivery, or maintenance
- Failure to follow printed instructions enclosed with the product
- Abuse, misuse, accident, fire, flood, Acts of God
- Improper venting and air intake materials, length, construction, or operations
- Claims related to rust, excessive noise, smell, or taste of water
- Failure to conduct authorized factory start up as required
- Failure to properly perform maintenance, as outlined in the instruction manuals provided by the manufacturer
- Damages due to a failure to allow for thermal expansion
- Alterations that change the intended or certified use of the product
- Failure to follow applicable codes
- Improper chemical addition
- Service trips to explain proper installation, use, or maintenance of the product/unit or to describe compliance requirements under applicable codes and regulations
- Charges related to accessing the product including but not limited to door/wall removal, equipment rental, etc.
- Replacement parts after expiration of this warranty
- Premium associated with after hours or overtime labor

### LIMITATIONS:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THIS IS YOUR SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. TOTAL LIABILITY ARISING AT ANY TIME SHALL NOT EXCEED THE PURCHASE PRICE PAID WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.



## Terms and Conditions of Sale

The following terms and conditions apply to and govern the sale of the air handling equipment and parts manufactured by both the MagicAire and Continental VAV divisions of United Electric Company, L.P. ("United Electric").

**EXCLUSIVE TERMS OF SALE** - United Electric quotes and sells its goods on the expressed condition that the buyer assents to the terms and conditions set forth hereon, regardless of any inconsistent or additional terms that may be embodied in any purchase order. United Electric's sale of its goods is expressly conditional on, and the buyer's acceptance and receipt of the goods shall constitute the buyer's assent to, such terms and conditions.

**ACCEPTANCE** - All orders are subject to Credit and Sales Department approval and acceptance. United Electric reserves the right, among other remedies, to terminate or suspend further delivery against an order in the event the buyer fails to pay any portion of the order when it becomes due. Should buyer's financial condition become unsatisfactory to United Electric, cash payments or satisfactory security may be required by United Electric for further deliveries or for goods already delivered.

**CANCELLATION** - Buyer shall not cancel the order with-out prior written consent of United Electric. In the event buyer cancels the order with the prior written consent of United Electric after the buyer's offer to purchase is received and acknowledged in writing, United Electric shall be entitled to receive from the buyer United Electric's cost plus a reasonable allowance for over-head and profit. Furthermore, for goods released for production but prevented by buyer from shipping upon completion or by the acknowledged shipping date, whichever is later, United Electric may, at its option, in addition to all other remedies, invoice buyer to be pay-able within 30 days and store the goods at buyer's sole expense

**DELIVERIES** - Any stated shipping date of the goods is United Electric's best estimate based upon the volume of orders for the goods United Electric has received or expects to receive at the time it receives buyer's order. UNITED ELECTRIC MAKES NO GUARANTEE OF SHIPMENT BY THE ESTIMATED DATE AND SHALL HAVE NO LIABILITY OR OTHER OBLIGATION, INCLUDING, BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES THE BUYER OR ANY THIRD PARTY MAY INCUR, FOR ITS FAILURE TO SHIP BY SUCH DATE, REGARDLESS OF CAUSE.

**SHIPMENTS** - United Electric shall not be bound to deliver any goods for which buyer has not given ship-ping instructions. ALL PRODUCTS ARE SOLD F.O.B. UNITED ELECTRIC'S PLANT. TITLE TO GOOD PASSES TO THE BUYER UPON DELIVERY BY UNITED ELECTRIC TO THE FREIGHT LINE. All goods are shipped at buyer's risk. Buyer should examine shipments carefully for loss or damage and should have same noted by transportation agent on the freight bill upon accepting delivery. In the event of concealed damage, buyer has 15 days from receipt of the goods in which to call the freight line for an inspection.

In either case, the equipment cannot be returned to United Electric until after a freight inspection has been completed. In absence of shipping

instructions, United Electric shall use its own discretion in choice of carrier.

**TAXES** - Sales, use, consumption, storage or other taxes, if applicable, shall be paid by the buyer.

**RETURN GOODS** - New and unused goods returned for credit will not be accepted unless a Return Goods Authorization number has been issued by United Electric. Goods must be securely packed to reach United Electric without damage and properly identified with the Return Goods Authorization number. RGA numbers are valid for only 30 days after issuance. A mini-mum 35% fee will be charged on all stock products cleared for return that can be returned to stock after inspection. Build-to-order products manufactured and shipped cannot be returned and a 100% cancellation fee applies to any order that has been released for production but has not shipped. All goods must be returned freight prepaid by the buyer.

**ALL PRODUCTS LIMITED WARRANTY** - United Electric warrants that its goods will be free from defects in material and workmanship under normal use and maintenance for a period of one year from the date of original installation or 18 months from the date of shipment or whichever comes first. A new or rebuilt part to replace any defective part will be provided without charge, PROVIDED the defective part is returned to United Electric. The replacement part assumes the unused portion of the warranty. THIS WARRANTY DOES NOT INCLUDE LABOR or other costs incurred for identifying, repairing, removing, in-stalling, shipping, servicing, or handling of either defective parts or replacement parts.

**UNITED ELECTRIC WILL NOT BE RESPONSIBLE FOR:**1. Normal maintenance.2. Damage or repairs required as a consequence of faulty installation or application by others.3. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or other damages due to the inadequacy or interruption of electrical service.4. Damage or repairs required as a consequence of any misapplication, abuse, improper servicing, unauthorized alteration, or improper operation.5. Damage as a result of floods, winds, fires, lightning, accidents, corrosive atmosphere, or other conditions beyond the control of United Electric.6. Parts not supplied or designated by United Electric.7. United Electric products installed outside the United States and Canada.

**FOR SERVICE OR REPAIR, FOLLOW THESE STEPS IN ORDER:** FIRST: Contact the installing contractor. SECOND: Contact the distributor or nearest authorized United Electric representative. THIRD: Contact: UNITED ELECTRIC CO., L.P. 501 Galveston St. Wichita Falls, Texas 76301 (940) 397-2100

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**BUYER'S EXCLUSIVE REMEDY** - The buyer's acceptance of the goods shall confirm the buyer's review and acceptance of United Electric's All Products Limited Warranty, notwithstanding any other written or oral warranty of the goods that may be given to the buyer.

**THE BUYER'S EXCLUSIVE REMEDY AGAINST UNITED ELECTRIC SHALL BE LIMITED TO UNITED ELECTRIC'S ALL PRODUCTS LIMITED WARRANTY. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, RECOVERY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAIL-ABLE TO THE BUYER.**

**FIELD MODIFICATIONS** - Should the installing contractor believe that the goods do not meet the requirements of the original submittal or do not operate according to the submittal, the buyer should immediately contact the selling distributor or authorized United Electric representative as outlined in the All Products Limited Warranty section. Upon United Electric's acceptance of responsibility to make modifications to the goods, United Electric will, at its sole discretion, either direct the contractor to make the modifications, send its own field service technicians to make the modifications, or engage another contractor to make the modifications. If United Electric directs the installing contractor to make the modifications, United Electric will issue a Field Repair Order (FRO) specifying the work to be done and the price to be paid. DO NOT BEGIN ANY MODIFICATIONS WITHOUT AN FRO NUMBER. United Electric will not be responsible for any costs incurred in modifying the goods, unless it has approved the modifications in advance.

**EXCUSE OF PERFORMANCE** - United Electric shall not be liable for its failure to perform due to causes beyond its reasonable control, including but not limited to strikes, fire, war, acts of God, whether such events occur at or about United Electric's plant or at the plant of its suppliers.

**CASH DISCOUNT AND TERMS** - Unless otherwise specified, a 1% discount may be taken if paid within ten (10) days after invoice date. Net due thirty (30) days from date of invoice. United Electric may charge 1-1/2% each month on all sums more than 30 days past due, the first such charge to accrue on the 61st day after date of invoice.

**MISCELLANEOUS** - THESE TERMS AND CONDITIONS FOR THE SALE OF THE GOODS SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. ALL SUMS DUE UNITED ELECTRIC FOR THE SALE OF ITS GOODS ARE PAYABLE, AND ALL MATTERS ARISING PURSUANT TO SUCH SALE ARE PERFORMABLE, IN WICHITA COUNTY, TEXAS. The terms and conditions stated hereon constitute the full understanding between United Electric and the buyer, and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless here-after made in writing and signed by United Electric and the buyer.

United Electric has a policy of continuous product improvement, and reserves the right to change design and specification without notice. United Electric has no system design or application responsibility to buyer or any third party.

# MARS Warranty Allowance Program

7-22-15

*\*\* Items marked with N/A are NOT part of the Warranty Allowance Program*

| Group Code | Product                            | Allowance % | Group Code | Product                       | Allowance % |
|------------|------------------------------------|-------------|------------|-------------------------------|-------------|
| 002        | EMS Unit Bearing Motors            | N/A         | 140        | MARS USA Capacitors           | 0.15        |
| 006        | EM&S Refrigeration ECM             | N/A         | 150        | JARD Unit Bearing Motors      | 0.50        |
| 008        | Elco Motors                        | N/A         | 173        | JARD Contactors               | 0.25        |
| 010        | GE 11-Frame Motors                 | 1.00        | 180        | Magnetic Line Contactors      | 0.20        |
| 029        | GE 29K-Frame Motors                | 1.00        | 190        | MARS Refrig Potential Relays  | 0.05        |
| 030        | GE 39-Frame Engineered Spec        | 1.00        | 191        | MARS HVAC Potential Relays    | 0.10        |
| 031        | GE 5.5 Comm Single Speed Mot       | 1.00        | 201        | MARS Driers                   | N/A         |
| 034        | SOS Motors                         | 1.00        | 203        | MARS 460V CF 70 Deg C B/B     | 1.00        |
| 035        | GE 5.5 In Double Shaft Motor       | 1.00        | 204        | MARS OE Special Repl Motors   | 1.00        |
| 036        | ECM HVAC Motor                     | 1.00        | 205        | MARS Super-Fit CF Motors      | 1.00        |
| 039        | GE 5.5 Mult-Spd Direct Drive       | 1.00        | 206        | MARS Draft Inducer Motors     | 1.00        |
| 045        | GE 5.5,6.5 GP & Spec Service       | 1.00        | 216        | Easy Power Screwdrivers/Bits  | N/A         |
| 050        | 51-Frame Motors                    | 0.50        | 217        | Condensate Products           | N/A         |
| 064        | Refrigeration ECM                  | 0.25        | 224        | JARD Multi-HP                 | 1.00        |
| 066        | OEM Replacements                   | 1.00        | 225        | JARD Direct Drive             | 1.00        |
| 070        | FASCO C Frame                      | 1.00        | 227        | JARD Condenser Fan            | 1.00        |
| 071        | FASCO Draft Inducers               | 1.00        | 240        | Fan Control Centers           | 0.20        |
| 072        | FASCO 3.3                          | 1.00        | 253        | Leak Detectors                | N/A         |
| 073        | FASCO 4.4                          | 1.00        | 255        | Thermometers                  | N/A         |
| 074        | FASCO 42 Frame                     | 1.00        | 256        | Hand Tools                    | 0.50        |
| 075        | FASCO 48 Frame Cond Fan            | 1.00        | 259        | Wire Connectors               | N/A         |
| 076        | FASCO 48 Frame DD Blower           | 1.00        | 260        | RAC and Cold Controls         | 0.20        |
| 077        | FASCO 48 Frame                     | 1.00        | 270        | GE Current Relays             | 0.20        |
| 079        | FASCO Centrifugal Blower           | 1.00        | 274        | Knives, Blades & Saws         | N/A         |
| 080        | FASCO OEM Direct                   | 1.00        | 283        | Channelock Tools              | N/A         |
| 081        | FASCO Accessories                  | 1.00        | 320        | MARS Solid State Controls     | 0.25        |
| 098        | GE 5.5 Vertical Cond Fan Mtr       | 1.00        | 324        | Crankcase Heaters             | 0.10        |
| 099        | MARS Commercl Super Fit 3.3        | 1.00        | 325        | Solid State Controls          | 0.25        |
| 100        | MARS Condenser Fan Motors          | 1.00        | 326        | Compressor Heaters            | 0.10        |
| 101        | MARS Vertical Condenser Fan Motors | 1.00        | 327        | MARS Start Assist Devices     | 0.20        |
| 106        | MARS 42 Frame Motors               | 1.00        | 330        | Defrost & Icemaker Thrmostat  | 0.10        |
| 107        | Draft Inducer Blowers              | N/A         | 332        | Klixon TDR & Sequencers       | 0.25        |
| 108        | MARS One-on-One Motors             | 1.00        | 333        | Klixon Pressure Switches      | 0.10        |
| 109        | Motor Blower Assemblies            | N/A         | 338        | MARS Sequencers               | 0.25        |
| 110        | Motor Start Capacitors             | 0.20        | 339        | JARD Pressure Switches        | 0.10        |
| 111        | MARS 460V Direct Drive             | 1.00        | 341        | Defrost Heaters               | 0.50        |
| 112        | MARS Direct Drive Motors           | 1.00        | 346        | Resistance Heater Coils       | 0.05        |
| 113        | MARS Multi-HP Motors               | 1.00        | 350        | MARS Motor Protectors         | 0.20        |
| 114        | MARS Belt Drive Motors             | 1.00        | 352        | MARS Fan & Limit Switches     | 0.10        |
| 115        | MARS ECM-Comm Refrigeration        | N/A         | 360        | Klixon Motor Protectors       | 0.20        |
| 116        | MARS ECM Blower                    | N/A         | 370        | Klixon 3-Phase Motor Pprotect | 0.20        |
| 117        | MARS ECM Condenser Fan             | N/A         | 390        | Fan & Limit Switches          | 0.10        |
| 118        | MARS 70C Condenser Fan Motor       | 1.00        | 400        | MARS Air Moving Components    | N/A         |
| 119        | Jard Start Capacitors              | 0.20        | 420        | General Purpose Relays        | 0.25        |
| 120        | Motor Run Capacitors               | 0.15        | 430        | Enclosed Relays               | 0.25        |
| 121        | Turbo Products                     | 0.15        | 445        | Jard Transformers             | 0.25        |
| 129        | Jard Motor Run Capacitors          | 0.15        | 461        | Jard OEM Items                | 0.25        |
| 130        | GE Contactors Starters & Pts       | 0.25        | 503        | MARS Control Transformers     | 0.25        |

# MARS Warranty Allowance Program *cont.*

| Group Code | Product                       | Allowance % | Group Code | Product                      | Allowance % |
|------------|-------------------------------|-------------|------------|------------------------------|-------------|
| 505        | GE Type IP Core & Coil Trans  | N/A         | 798        | MARS Hardware                | N/A         |
| 521        | Anti Vibration Pads           | N/A         | 799        | Lines, Tubing & Accessories  | N/A         |
| 523        | Vibration Absorbers           | N/A         | 803        | MARS Side Open Disconnects   | N/A         |
| 550        | Marathon Gen Purpose 1 Phase  | 1.00        | 810        | JARD Fuses                   | N/A         |
| 555        | Marathon Gen Purp 3 Phase     | 1.00        | 820        | Fuses and Fuse Accessories   | N/A         |
| 560        | Marathon Cond Fan Mtrs 1 Phs  | 1.00        | 832        | Plug-In Circuit Breakers     | N/A         |
| 562        | Marathon Cond Fan Mtrs 3 Phs  | 1.00        | 833        | Safety Switches              | N/A         |
| 564        | Marthn Drct Drv Fan&Blwr 1Ph  | 1.00        | 839        | MARS SPD                     | N/A         |
| 565        | Marathon Dbl Shaft Fan&Blwr   | 1.00        | 841        | Conduit & Whips              | N/A         |
| 567        | Marathon HVAC Spec. Apps.     | 1.00        | 842        | Wire Products                | N/A         |
| 570        | Marathon Fan&Blwr Single Ph   | 1.00        | 846        | Appliance Cords and Cordsets | N/A         |
| 572        | Marathon Fan&Blwr 3 Phase     | 1.00        | 847        | Wiring Devices               | N/A         |
| 576        | Marathon OEM Replacements     | 1.00        | 849        | Outlet Boxes & Covers        | N/A         |
| 578        | Marathon Heating Motors       | 1.00        | 850        | Electrical Fittings          | N/A         |
| 579        | Marathon Refrigeration Mtrs   | 1.00        | 861        | Electrical Accessories       | N/A         |
| 580        | Marathon NEMA Prem Efficiency | 1.00        | 862        | Solderless Terminals         | N/A         |
| 582        | Marathon Varbl Torque Mtrs    | 1.00        | 863        | Straps, Hangers, Hooks       | N/A         |
| 583        | Marathon Spec Applications    | 1.00        | 865        | Wire Ties                    | N/A         |
| 584        | Marathon Pump Motors          | 1.00        | 902        | JARD Switching Relays        | 0.20        |
| 588        | Marathon Accessories & Kits   | 1.00        | 903        | Switching Relays             | 0.20        |
| 600        | ACC Contactors                | 0.25        | 909        | Evaporator Fan Motors        | 0.75        |
| 610        | MARS Electronic DP Contactor  | 0.50        | 910        | MARS Contactors              | 0.25        |
| 614        | MARS 780 Contactors & Parts   | 0.50        | 930        | Component Accessories        | N/A         |
| 617        | Siemens-Furnas Nema Controls  | 0.50        | 931        | CRC Products                 | N/A         |
| 620        | MARS IEC Contactors & Acc.    | 0.50        | 932        | MARS Maintenance Products    | N/A         |
| 643        | Nibco Valves                  | N/A         | 933        | Plews Products               | N/A         |
| 647        | Copper Fittings               | N/A         | 934        | Sealant Products             | N/A         |
| 650        | I.E. Tubing Tools             | 0.10        | 935        | A/C Condensor Pads           | N/A         |
| 651        | I.E. Manifolds & Accessories  | 0.10        | 936        | Heat Pump Risers             | N/A         |
| 654        | Access Fittings & Valves      | N/A         | 937        | Honeywell Products           | N/A         |
| 656        | Sight Glass                   | N/A         | 938        | Chemicals                    | N/A         |
| 657        | MARS Instruments              | 0.10        | 939        | Roof Top Supports            | N/A         |
| 679        | HSI Igniters                  | 0.50        | 941        | V-Belts-MARS                 | N/A         |
| 702        | Thermostat Guards             | N/A         | 950        | Motor Accessories            | N/A         |
| 704        | Strut & Accessories           | N/A         |            |                              |             |
| 707        | Easy Heat Products            | N/A         |            |                              |             |
| 722        | MARS Thermocouples            | 0.10        |            |                              |             |
| 730        | PVC Fittings, Traps, Cement   | N/A         |            |                              |             |
| 733        | Staple Guns & Accessories     | N/A         |            |                              |             |
| 734        | Gas Connectors, Ftngs & Valv  | N/A         |            |                              |             |
| 741        | Gates V-Belts                 | N/A         |            |                              |             |
| 782        | Work Gloves                   | N/A         |            |                              |             |
| 783        | Hose Clamps                   | N/A         |            |                              |             |
| 787        | Shop Towels                   | N/A         |            |                              |             |
| 788        | Brushes                       | N/A         |            |                              |             |
| 789        | Duct Tape                     | N/A         |            |                              |             |
| 790        | Shop Supplies                 | N/A         |            |                              |             |
| 791        | Appliance Bulbs               | N/A         |            |                              |             |
| 792        | Mag-Light Flashlights & Acc   | N/A         |            |                              |             |
| 793        | Brazing Alloys & Solder       | N/A         |            |                              |             |
| 794        | Battery Products              | N/A         |            |                              |             |
| 795        | Safety Equipment              | N/A         |            |                              |             |
| 797        | Chemical Sprayers & Hoses     | N/A         |            |                              |             |

**Note:** Warranty allowance is deducted from invoice or credit.

## CONDITIONS OF SALE

1. **ACCEPTANCE:** The following Conditions of Sale apply to all sales of ONICON's products. These provisions shall apply even if ONICON fails to object to provisions appearing on, incorporated by, referenced in, or attached to Buyer's purchase order form. Buyer's acceptance of delivery of ONICON's products constitutes its acceptance of these Conditions of Sale.
2. **DELIVERY AND TITLE:** All product shipments are Ex Works and title passes to the Buyer at the time ONICON delivers the merchandise to the carrier. Risk of loss or damage to the product passes to the Buyer at the time ONICON delivers the product to the carrier. The Buyer immediately upon receipt should inspect all shipments, and should there be any evidence of damage or loss in transit, Buyer must file claims or tracers upon carrier. ONICON will assist in tracing shipments upon request.
3. **LIMITED WARRANTY:** ONICON warrants that for a period of two (2) years following the date of original shipment of an ONICON product: (i) the product will conform to ONICON's standard written specifications applicable to such product in effect on the date of Buyer's order, or as modified by ONICON's quotation or Buyer's purchase order accepted by ONICON, (ii) the product will be free from defects in workmanship, and (iii) that ONICON has title to the product prior to shipment to the Buyer; provided, however, that the warranties provided herein shall be void and may not apply in the event Buyer misuses or damages a product, including, but not limited to, any use by the Buyer of a product for an application other than one of a type approved by ONICON. ONICON's sole liability and Buyer's sole remedy for any breach of the foregoing warranty is for ONICON to repair or replace, at ONICON's option, any defective product that is returned to ONICON during the warranty period. EXCEPT AS MAY BE SPECIFICALLY AGREED BY ONICON IN WRITING IN RELATION TO EACH SALE, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **REMEDIES:** ONICON'S OBLIGATION UNDER THE FOREGOING WARRANTIES IS LIMITED SOLELY TO REPAIR OR REPLACEMENT, AT ONICON'S OPTION, OF DEFECTIVE OR NONCONFORMING PRODUCTS. ONICON SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES WHETHER FOUND ON CONTRACT, TORT OR ANY OTHER THEORY OF LAW. No products shall be returned to ONICON without its prior consent and transportation and insurance costs shall be prepaid. Any repair or replacement of ONICON's products under the foregoing warranty will be at no charge to the Buyer provided such repair is done at the ONICON factory or authorized service center. ONICON products that are repaired or replaced under this warranty will be returned to Buyer via the same method of shipment use to return the product to ONICON. Repair or replacement of ONICON products is conditioned upon ONICON's acknowledgement of any alleged defect or nonconformance during the warranty period and issuance of a Return Authorization number. All product returns must reference the Return Authorization number on the outside of the shipping carton and on any paperwork referencing the return.
5. **PRICES AND PAYMENT TERMS:** The prices set forth in the most recent quote or acknowledgement as applicable, supersede all previous prices or quotations. All quotations are subject to change or withdrawal without notice except as may be specifically noted on the face of the quotation. The prices shown do not include sales, excise or government charges payable by ONICON to Federal, State, or local authority. Any such tax or charge now or hereafter imposed upon the sale or shipment of the products under this contract will be added to the purchase price. Buyer agrees to reimburse ONICON for such tax or charge or provide ONICON with an acceptable exemption certificate. Payment of invoices will be due 30 days from the date of shipment of the products contained therein. In the event that payment of an invoice is not received by the invoice due date, ONICON will assess a late fee not to exceed 1.5% per month or 18% per year, or the maximum allowable by law whichever is lower.
6. **CANCELLATION:** Buyer may cancel its order, or any part of it, by sending written notice of cancellation to ONICON and paying a reasonable cancellation fee as determined by ONICON. The reasonable cancellation fee will reflect, among other factors, the expenses already incurred and commitments made by ONICON, sales and administrative costs and profit as determined by ONICON. If Buyer received a reduced price based on the quantity of products ordered, but has not purchased the applicable quantity at the time of cancellation, Buyer will pay the price it would have paid had ONICON's sale price been based on the quantity actually purchased.
7. **CHANGES:** If Buyer makes any changes in its drawings, designs, or specifications applicable in any contract with ONICON that cause an increase or decrease in the cost of performance of the contract, or if such changes result in rework or obsolescence, an equitable adjustment shall be made to the contract. Such changes are subject to ONICON's prior written consent.
8. **EXCUSABLE DELAY:** ONICON shall under no circumstance be responsible for failure to fill any order or orders when due to: fires, floods, riots, strikes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material supplies, or power at current price or on account of shortages thereof, acts of God or of the public enemy, any existing or future laws or acts of the Federal or State Government (including specifically, but not exclusively, and orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of ONICON's business with which ONICON in its judgment and discretion deems it advisable to comply as a legal or patriotic duty, or due to any cause beyond ONICON's reasonable control.
9. **PATENTS:** ONICON shall defend all suits or proceedings brought against Buyer or its customers arising from claimed infringements of any patent, trademark, service mark or copyright for any product furnished by ONICON and shall indemnify it against all costs, fees, and damages on the condition Buyer promptly notifies ONICON in writing and provides information and assistance to enable ONICON to conduct the defense, provided that ONICON shall have no such obligation in case of infringement resulting from ONICON's conformance to special requirements of Buyer. If ONICON is not able to settle any such suit or proceeding on acceptable terms, ONICON may, at its option, require return of the infringing product and refund the purchase price to Buyer less a reasonable allowance for depreciation or use.
10. **FAIR LABOR STANDARDS ACT:** ONICON represents that all products delivered under this contract are furnished in accordance with the applicable provisions of the Fair Labor Standards Act as amended.
11. **APPLICABLE LAW:** This document and any resulting contract shall be governed by and construed in accordance with the laws of the State of Florida. The courts of the State of Florida and the federal courts located in Florida shall have jurisdiction and venue with respect to litigation to this contract. In the event of litigation, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party, including appellate attorney's fees.
12. **MODIFICATIONS:** These Conditions of Sale along with the prices, quantities, delivery schedules and other provisions and instructions in applicable quotations by ONICON or Buyer's purchase orders accepted by ONICON shall constitute the entire agreement between ONICON and Buyer pertaining to any resulting contract. They can be modified only in writing.



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Contact Us: 1-800-682-3398

<mailto:info@tpicorp.com>

M-F, 8-5 pm, E.S.T.

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## TPI Corporation and Subsidiaries Limited Warranty:

TPI Corporation provides a limited warranty of materials and workmanship for a period of (i) ten (10) years for Baseboard Elements, (ii) two (2) years for Thermostats and Controls, and (iii) twelve (12) months for all other products, with the warranty period commencing on the original date of purchase. The TPI warranty is limited to materials manufactured and work performed by TPI Corporation, and does not include damage or failure caused by acts of God, abuse, misuse, connected to or placed on other than rated voltage, abnormal usage, faulty installation, failure to follow suggested maintenance procedures enclosed with the product, improper maintenance or any repairs other than those provided by an authorized TPI Corporation service center. For the name of your nearest authorized TPI Corporation service center, please write to TPI Corporation, P.O. Box 4973, Johnson City, Tennessee, 37602 or call 800-682-3398. During the warranty period, TPI Corporation will, at its sole option, repair or replace any defective parts or products returned, freight prepaid, to the TPI Corporation factory or such other location as TPI Corporation may designate. No parts or products will be accepted for repair or replacement without prior authorization from TPI Corporation and a return merchandise authority (RMA) number issued by TPI Corporation. Returned products must be packaged carefully and TPI Corporation shall not be responsible for damage in transit. When returning parts, the owner must provide the model number of the product and nature of difficult . This warranty does not obligate TPI Corporation to bear the cost of labor in replacing any assembly, unit or component part thereof, nor does TPI Corporation assume any liability for secondary charges, expenses for installing or removal, freight or damages. There will be charges rendered for product repairs made after the warranty period has expired. Proof of purchase, including date, must accompany request for in-warranty service. This warranty gives you specific legal rights and you may have other rights, which may vary, from state to state.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE FOREGOING PARAGRAPH, ALL PARTS AND PRODUCTS SOLD BY TPI CORPORATION ARE SOLD 'AS IS', 'WHERE IS', AND WITHOUT ANY OTHER WARRANTY OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY AND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SPECIFIC PERFORMANCE OR MERCHANTABILITY.

UNDER NO CIRCUMSTANCES, EVEN WITH RESPECT TO CLAIMS COVERED BY THE FOREGOING WARRANTY, WILL TPI CORPORATION BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING FROM OR RELATED TO THE PARTS OR PRODUCTS SOLD BY TPI CORPORATION.

In any event, TPI Corporation's maximum liability shall not in any case exceed the PURCHASE price for the PART OR product claimed to be defective.

YOU HEREBY EXPRESSLY AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY PRODUCT MANUFACTURED OR SUPPLIED BY TPI CORPORATION.

| Subsidiaries<br>(/subsidiaries.html)   | Instruction Sheets<br>(/instruction-sheets.html)  | Catalogs And Flyers<br>(/catalogs--flyers.html)  | Miscellaneous<br>(/miscellaneous.html)  |
|--|---|--|---|
| Markel Products ( <a href="http://products.com">http://products.com</a> )  | Hazardous & Washdown<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/01_hazardous_location_washdown_instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/01_hazardous_location_washdown_instructions.pdf</a> ) | Key Fan Flyer<br>( <a href="http://www.tpidatapoint.com/flyers/Key_Fan_Flyer.pdf">http://www.tpidatapoint.com/flyers/Key_Fan_Flyer.pdf</a> )                         | Replacement Parts<br>( <a href="http://www.tpidatapoint.com/misc/Featured_Products.html">http://www.tpidatapoint.com/misc/Featured_Products.html</a> )      |
| Raywall Products<br>( <a href="http://www.raywall.com">http://www.raywall.com</a> )  | Wall Convection<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/03_wall_convectors/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/03_wall_convectors/instructions.pdf</a> )                              | LED Distraction Flyer<br>( <a href="http://www.tpidatapoint.com/flyers/LED_Distraction_Flyer.pdf">http://www.tpidatapoint.com/flyers/LED_Distraction_Flyer.pdf</a> ) | SAP User Login<br>( <a href="http://sapprd.ad.tpicorp.com:8002/sap/bc/gui/sap-client=100">http://sapprd.ad.tpicorp.com:8002/sap/bc/gui/sap-client=100</a> ) |
| Redd-i Products ( <a href="http://www.redd-i.com">http://www.redd-i.com</a> )  | Architectural Sill Line<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/04_architectural_sill_line/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/04_architectural_sill_line/instructions.pdf</a> )      | S04e Sheet.pdf<br>( <a href="http://www.tpidatapoint.com/flyers/S04e_Sheet.pdf">http://www.tpidatapoint.com/flyers/S04e_Sheet.pdf</a> )                              | Product Warranty<br>(/product-warranty.html)  |
| Fostoria Process Equip.<br>( <a href="http://www.fostoriaprocessequipment.com">http://www.fostoriaprocessequipment.com</a> ) | Baseboard<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/07_commercial_convection_baseboard/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/07_commercial_convection_baseboard/instructions.pdf</a> )    | Heating Flyer<br>( <a href="http://www.tpidatapoint.com/flyers/Heating_Flyer.pdf">http://www.tpidatapoint.com/flyers/Heating_Flyer.pdf</a> )                         | Legal Notices<br>( <a href="http://www.tpidatapoint.com/misc/ROHS-Statement.pdf">http://www.tpidatapoint.com/misc/ROHS-Statement.pdf</a> )                  |
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|  | Wall Fan Forced<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/06_wall/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/06_wall/instructions.pdf</a> )  |  |   |
|  | Ceiling & Cove<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/05_ceiling_cove/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/05_ceiling_cove/instructions.pdf</a> )                                     |  |   |
|  | Electric Infrared<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/08_infrared/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/08_infrared/instructions.pdf</a> )  |  |   |
|  | Specialty Heat<br>( <a href="http://www.tpidatapoint.com/instruction-sheets/heat/10_specialty/instructions.pdf">http://www.tpidatapoint.com/instruction-sheets/heat/10_specialty/instructions.pdf</a> )   |  |   |

## Markel Specifications & Submittals (PDF): (/specs--submittal.html)

### Hazardous Location & Washdown

([http://www.tpidatapoint.com/specif/01-heat/markel/01\\_hazardous\\_location\\_washdown/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/01_hazardous_location_washdown/submittal.pdf))

Wall Convection ([http://www.tpidatapoint.com/specif/01-heat/markel/03\\_wall\\_convectors/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/03_wall_convectors/submittal.pdf))

### Architectural Sill Line

([http://www.tpidatapoint.com/specif/01-heat/markel/04\\_architectural\\_sill\\_line/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/04_architectural_sill_line/submittal.pdf))

Baseboard ([http://www.tpidatapoint.com/specif/01-heat/markel/07\\_commercial\\_convection\\_baseboard/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/07_commercial_convection_baseboard/submittal.pdf))

Unit Heaters ([http://www.tpidatapoint.com/specif/01-heat/markel/02\\_unit/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/02_unit/submittal.pdf))

Wall Fan Forced ([http://www.tpidatapoint.com/specif/01-heat/markel/06\\_wall/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/06_wall/submittal.pdf))

Ceiling & Cove ([http://www.tpidatapoint.com/specif/01-heat/markel/05\\_ceiling\\_cove/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/05_ceiling_cove/submittal.pdf))

Electric Infrared ([http://www.tpidatapoint.com/specif/01-heat/markel/08\\_infrared/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/markel/08_infrared/submittal.pdf))

## Raywall & Redd-i Specifications & Submittals (PDF): (/specs--submittal.html)

Hazardous Location & Washdown ([http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/01\\_hazardous\\_location\\_washdown/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/01_hazardous_location_washdown/submittal.pdf))

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Architectural Sill Line ([http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/04\\_architectural\\_sill\\_line/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/04_architectural_sill_line/submittal.pdf))

Baseboard ([http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/07\\_commercial\\_convection\\_baseboard/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/07_commercial_convection_baseboard/submittal.pdf))

Unit Heaters ([http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/02\\_unit/submittal.pdf](http://www.tpidatapoint.com/specif/01-heat/raywall-reddi/02_unit/submittal.pdf))

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[Data Privacy \(/privacy-policy\)](/privacy-policy)

[Terms & Conditions \(/terms-use\)](/terms-use)

**JOB RECORD**

JOB \_\_\_\_\_  
INSTALLATION DATE \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
REZNOR® DISTRIBUTOR \_\_\_\_\_

# WARRANTY

Applies to: Reznor® Products

## REZNOR® PRODUCT LIMITED WARRANTY

Thomas & Betts Corporation warrants to the original owner-user that this Reznor product will be free from defects in material and workmanship. This warranty is limited to twelve (12) months from the date of original installation, whether or not actual use begins on that date, or eighteen (18) months from date of shipment by Thomas & Betts Corporation, whichever occurs first.

### EXTENDED WARRANTY

(Limited to the following Models, Components, and Applications. See Application NOTE below.)

**Model ZQYRA** — Extended one (1)-year, non-prorated warranty on all parts.

**Models F and B** — Extended nine (9)-year, non-prorated warranty on the heat exchanger, burners, draft hood, and flue baffle assembly.

Extended four (4)-year, non-prorated warranty on all electrical and mechanical operating components (with the exception of blower belts on Model B).

**Models UDAP, UDAS, UDBP, UDDB, and UEAS** — Extended nine (9)-year, non-prorated warranty on the heat exchanger, burner, and flue collection box assembly. Extended four (4)-year, non-prorated warranty on all electrical and mechanical operating components (with the exception of blower belts on Models UDBP and UDDB).

**Model CAUA** — Extended nine (9)-year, non-prorated warranty on the heat exchanger and burners. Extended four (4)-year, non-prorated warranty on all electrical and mechanical operating components (with the exception of blower belts).

**Model VR** — Extended nine (9)-year, non-prorated warranty on all tubes. Extended four (4)-year, non-prorated warranty on the burner and all electrical and mechanical operating components.

**Model OH** — Extended four (4)-year, non-prorated warranty on the heat exchanger and combustion chamber.

**Models AEB and PCD** — Extended four (4)-year, non-prorated warranty on standard stainless steel primary and secondary heat exchangers.

**Application NOTE:** Extended warranty on electrical and mechanical operating components does not apply to any Reznor® HVAC equipment installed in highly humid environments such as greenhouses.

### OPTIONAL PURCHASED EXTENDED WARRANTY

(Purchased with and limited to the following Models and Components.)

**Model ZQYRA** — **Option XW9** - Extended three (3) years for a total five-year, non-prorated warranty on all parts. — **Option XW10** - Extended eight (8) years for a total ten-year, non-prorated warranty on all parts.

**Models SDH, PDH, RDH, SHH with AC2, RDCB, RDDB, RDCC, RDCC, RPB, RPBL, SCE, SSCBL** — **Option XW2** - Extended four (4) years for a total five-year, non-prorated warranty on the heat exchanger. — **Option XW3** - Extended nine (9) years for a total ten-year, non-prorated warranty on the heat exchanger.

**Models RCB, RDB, RDCB, RDDB, RECB, REDB, RCC, RDC, RDCC, RDDC, RECC, REDC, MASA** — **Option XW1** - Extended four (4) years for a total five-year, non-prorated warranty on compressors.

**Models PEH, REH, RECB, REDB, RECC, REDC** — **Option XW4** - Extended four (4) years for a total five-year, non-prorated warranty on electric furnace.

### LIMITATIONS AND EXCLUSIONS

Thomas & Betts Corporation's obligations under this warranty and the sole remedy for its breach are limited to repair, at its manufacturing facility, of any part or parts of its Reznor products which prove to be defective; or, in its sole discretion, replacement of such products. All returns of defective parts or products must include the product model number and serial number, and must be made through an authorized Reznor distributor or arranged through Reznor Customer Service. Authorized returns must be shipped prepaid. Repaired or replacement parts will be shipped by Thomas & Betts, F.O.B. shipping point.

1. The warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products.

EXCEPTION: **Model WS** — If heat exchanger leaks or other failure occurs within the warranty period, Thomas & Betts will pay up to \$50 for qualified contractor to make necessary repairs. If the heat exchanger cannot be repaired, Thomas & Betts will exchange the defective unit for a new hydronic heater.

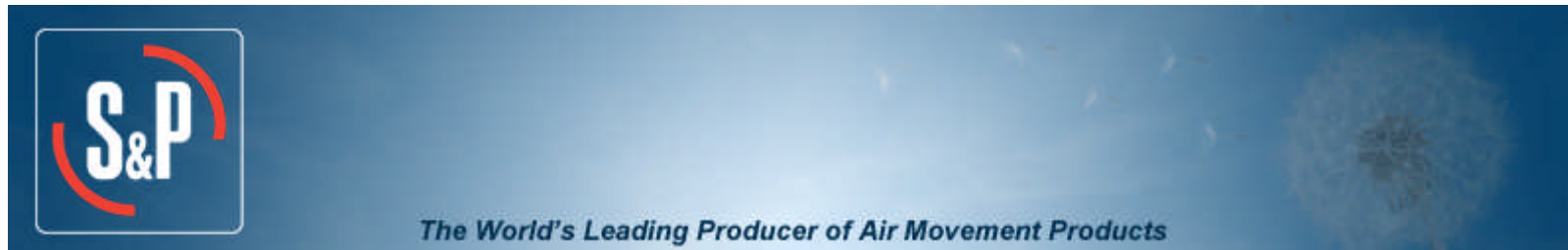
2. All claims under the warranty provided herein must be made within ninety (90) days from the date of discovery of the defect. Failure to notify Thomas & Betts of a warranted defect within ninety (90) days of its discovery voids Thomas & Betts's obligation hereunder.

3. The warranty provided herein shall be void and of no effect in the event that (a) the product has been operated outside its designed output capacity (heating, cooling, airflow); (b) the product has been subjected to misuse, neglect, accident, improper or inadequate maintenance, corrosive environments, environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock; (c) unauthorized modifications are made to the product; (d) the product is not installed or operated in compliance with the manufacturer's printed instructions; (e) the product is not installed and operated in compliance with applicable building, mechanical, plumbing and electrical codes; or (f) the serial number of the product has been altered, defaced, or removed.

4. The warranty provided herein is for repair or replacement only. Thomas & Betts Corporation shall not be liable for any loss, cost, damage, or expense of any kind arising out of a breach of the warranty. Further, Thomas & Betts Corporation shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, nor for any loss of revenue, profit or use, arising out of a breach of this warranty or in connection with the sale, maintenance, use, operation, or repair of any Reznor product. In no event will Thomas & Betts be liable for any amount greater than the purchase price of a defective product. The disclaimers of liability included in this paragraph 4 shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

5. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR REZNOR PRODUCTS, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. THOMAS & BETTS CORPORATION SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No person or entity is authorized to bind Thomas & Betts Corporation to any other warranty, obligation, or liability for any Reznor product. Installation, operation, or use of the Reznor product for which this warranty is issued shall constitute acceptance of the terms hereof.





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H

ation Systems, LLC (Manufacturer) 6393 Powers Avenue, Jacksonville, Florida 32217 (USA), warrants equipment of its manufacture to be free from defects in design, materials and workmanship (exclusive of abrasion, corrosion or erosion) for one (1) , two (2) or five (5) year(s) as noted from the date of shipment to the original purchaser or the date of notification of readiness to ship. Motor warranty is one (1) or three (3) year(s) as noted. In order to claim the benefit of this warranty, buyer must notify manufacturer in writing of the claimed defect within ten (10) days after discovering it and return this equipment or parts to the manufacturer with transportation prepaid. In the event of on-site repair, no service technician will be dispatched until manufacturer receives your written purchase order. If any of the following conditions exist, the warranty will be null and void: (1) Buyer has permitted other persons not approved or authorized by manufacturer to alter, adjust, replace or repair the equipment or any part thereof. (2) Buyer has not followed instructions or other directions given in the contract documents or our maintenance manual. (3) When breakage or other loss or damage is the result of any negligence, misuse or fault on the part of any operator or other person not under our supervision or control. (4) The defect is the result of designs or drawings made, furnished or specified by others. (5) In the case of goods not manufactured but supplied by the manufacturer as part of a contract, manufacturer shall only be liable to the same extent that our supplier is to manufacturer, not to exceed any liability manufacturer would have for warranty on our own equipment. (6) Buyer has not paid in full invoices submitted to the buyer which are due for payment. (7) Unusual wear and tear of the equipment.

Statements relating to the product, its use or installation made prior to the execution of the agreement, are not warranties except to the extent that the contrary is expressly set forth herein. It is understood that such statements were not intended to, and did not, form a part of the agreement; they were merely made in the course of negotiations of the parties.

THIS WARRANTY IS IN LIEU OF ANY OTHER EXPRESSED OF IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. OUR SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE DEFECTIVE EQUIPMENT OR PARTS OR, AT OUR OPTION, TO PAY THE REASONABLE COST OF REPAIR OR REPLACEMENT. BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGE FOR LOST PROFITS OR SALES, OR DAMAGES FOR INJURIES TO PERSON OR PROPERTY) SHALL BE AVAILABLE. NOTWITHSTANDING THE ABOVE, THE TOTAL AMOUNT THAT MAY IN ANY EVENT BE PAYABLE IN SETTLEMENT OR LIABILITY INCURRED, SHALL NOT EXCEED THE CONTRACT PRICE.

### Warranty Claims

1. [Click here to download Warranty Form](#)
2. Fill out form completely

3. Email completed form to our Warranty Department: [Email](#)

**Note: The warranty statement above is a generic statement, please see specific Model IOM for full warranty on each model.**

| Model     | Fan Warranty (years)                  | Motor Warranty (years) |
|-----------|---------------------------------------|------------------------|
| ARE       | 5                                     | 1                      |
| ARS       | 5                                     | 1                      |
| BGH       | 5                                     | -                      |
| CFD       | 2                                     | 1                      |
| CM        | 5                                     | 1                      |
| CM-RHUL   | 2                                     | 1                      |
| CM-HT     | 2                                     | 1                      |
| CRT       | 10 year Core / 2 Year Balance of Unit | -                      |
| CSF       | 5                                     | 1                      |
| CTB       | 2                                     | 1                      |
| CWD       | 5                                     | 1                      |
| DA        | 5                                     | 5                      |
| DB        | 5                                     | 1                      |
| DBF-100XC | 5                                     | 5                      |
| DDE       | 5                                     | 1                      |
| DDS       | 5                                     | 1                      |
| DFE       | 5                                     | 1                      |
| DFS       | 5                                     | 1                      |
| eRED      | 5                                     | 1                      |
| FF        | 1                                     | 1                      |
| FFC       | 1                                     | 1                      |
| GED       | 5                                     | 1                      |

|                      |   |   |
|----------------------|---|---|
| GSD                  | 5   | 1 |
| HR                   | Limited Lifetime Core Warranty / 5 year balance of unit | 5 |
| HREB-C               | 2   | 1 |
| HRED-C               | 2   | 1 |
| HRSB                 | 2   | 1 |
| HRSBF                | 2   | 1 |
| HRSD                 | 2   | 1 |
| HRSDF                | 2   | 1 |
| IL-Kit               | 5   | 5 |
| KSF                  | 5   | 1 |
| L2E/L3E              | 2   | 1 |
| L2S/L3S              | 2   | 1 |
| LCE                  | 2   | 1 |
| LCS                  | 2   | 1 |
| LPD                  | 5   | 3 |
| LSF                  | 5   | 1 |
| PC (with AC Motor)   | 5   | 5 |
| PCD110M (DC Motor)   | 5   | 6 |
| PCD110H (DC Motor)   | 5   | 6 |
| PCLP (with AC Motor) | 5   | 5 |
| PV                   | 5   | 5 |
| PV100XPS             | 5   | 5 |
| RCXII                | 5   | - |
| RCXII-SF             | 5   | - |
| RED                  | 5   | 1 |
| RLX                  | 5   | - |
| SDB                  | 5   | 1 |

|            |                                       |   |
|------------|---------------------------------------|---|
| SDBD       | 5                                     | 1 |
| SQB        | 2                                     | 1 |
| SQD        | 2                                     | 1 |
| STXB       | 5                                     | 1 |
| STXB-RHUL  | 2                                     | 1 |
| STXB-HP    | 5                                     | 1 |
| TXD        | 5                                     | 1 |
| TXD-RHUL   | 2                                     | 1 |
| SWF        | 5                                     | 5 |
| TD-MIXVENT | 5                                     | 5 |
| TD-SILENT  | 5                                     | 5 |
| TDB        | 2                                     | 1 |
| TDD        | 2                                     | 1 |
| TR         | 10 year Core / 5 Year Balance of Unit | 5 |
| TRC        | 10 year Core / 2 Year Balance of Unit | 2 |
| TUB        | 2                                     | 1 |
| TUB-HT     | 1                                     | 1 |
| TXB        | 5                                     | 1 |
| TXB-RHUL   | 2                                     | 1 |
| TXB-HP     | 5                                     | 1 |
| TXB-W      | 5                                     | 1 |
| TXD        | 5                                     | 1 |
| TXD-RHUL   | 2                                     | 1 |
| TXDW       | 5                                     | 1 |
| UBB        | 2                                     | 1 |
| UBRD       | 2                                     | 1 |
| UBS        | 2                                     | 1 |



S&P USA - Warranty

|                 |   |   |
|-----------------|---|---|
| UBSRD (-HT/HT1) | 1 | 1 |
| UBX             | 2 | 1 |
| WA              | 5 | 1 |

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## SAF-T VENT 15 YEAR LIMITED WARRANTY

Selkirk Corporation warrants to the original homeowner or ultimate purchaser that all Saf-T Vent products (EZ Seal, SC, CI & CI Plus) will be free from defects in material or workmanship when properly installed pursuant to the manufacturer's installation instructions and the appropriate building codes. Selkirk will, at its option: repair, replace or provide a full refund for all of its parts or components found to be defective or not in conformance with this limited warranty. Any defect arising from the improper installation, operation or maintenance of this system and/or connected appliance(s) is **not** covered by this warranty.

In order to obtain warranty service, the consumer **must give prompt written notice** of any defect to Selkirk following notice of the defect, and within Fifteen (15) years from the date of installation. Please notify:

Selkirk Corporation  
5030 Corporate Exchange Blvd SE  
Grand Rapids, MI 49512

Selkirk Canada Corporation  
375 Green Road  
Stoney Creek, ON L8E 4A5

Selkirk is not responsible for the cost of inspecting, removing or reinstalling the parts subject hereto, nor shall it be liable for any special, incidental or consequential damages or expenses incurred by the consumer or its contractors. However, Selkirk reserves a right to reimburse reasonable and direct product reinstallation costs provided it agrees in writing to such costs in advance of those costs being spent by a claimant.

The warranty on any replacement part shall be for the unexpired term of the original warranty.

Some states do not allow for the exclusion of incidental and consequential damages, so the limitations above may not apply to you.



## **Steele Plastics, Inc.**

1280 Sturgis Rd.

P. O. Box 1076

Conway, AR 72033

Phone: (501) 327-5122 + FAX: (501) 327-0807

### **Limited Warranty**

This limited warranty is issued to the original purchaser of Steele Plastics, Inc. fiberglass reinforced plastic sewage sump basins/wetwells and accessories. This limited warranty is not assignable, transferable or enforceable by any person, corporation or entity, other than the original purchaser.

This limited warranty and all implied warranties are hereby limited to one year from installation or eighteen months from shipment of said sump basin/wetwell, whichever first occurs. Some states do not allow limitations on implied warranty. This limitation may not apply to you.

Steele Plastics, Inc., warrants that the sump basin/wetwell sold to the original purchaser is fit for underground application against defects, provided it is not used under circumstances that would be considered other than normal and there is proper handling and installation of the unit as per the directions of Steele Plastics, Inc. Steele Plastics, Inc. agrees to provide the repair of the sump basin/wetwell or to supply any parts that are defective for the repair of the sump basin and specifically excludes any obligation or liability for any consequential or special damages or incidental damages for the breach of this warranty or any implied warranty.

This limited warranty applies only if the following conditions are met:

- (1) The sump basin/wetwell shall be installed in a vertical position with the top being at finish grade. Under no circumstances shall the bottom of the basin/wetwell be installed deeper than the total depth of the basin/wetwell. Sump basins/wetwells are for the use in sewage/wastewater applications only and shall not be used with potable water.
- (2) Backfill must be of a suitable material compacted to a minimum soil modulus of 700 P.S.I.

Should there be a sump basin/wetwell defect claimed the original purchaser shall notify, in writing, Steele Plastics, Inc., within 10 days of the discovery of the defect. The claimant shall give Steele Plastics, Inc., the opportunity to be present, through its agents or employees, in the removal and inspection of the tank claimed to be defective. Should the conditions of the limited warranty be met and Steele Plastics, Inc., determines that the defect is covered by the warranty, then it will repair or correct in the method it determines as its sole option to be necessary at its own cost or expense, exclusive of freight or other transportation costs.

This limited warranty does not apply under the following conditions:

## **Steele Plastics, Inc.**

1280 Sturgis Rd.

P. O. Box 1076

Conway, AR 72033

Phone: (501) 327-5122 + FAX: (501) 327-0807

Normal wear and tear; damage due to incorrect or improper handling or installation; any damage occurring after shipment by Steele Plastics, Inc.; damages that are a result of the improper design of the purchaser or its agent(s); any items warranted by another manufacturer.

There are no warranties, either expressed or implied, which extend beyond the description or the face hereof.

Any Questions related to this limited warranty please contact Steele Plastics, Inc. Phone: 800-523-2167, Fax: 501-327-0807

# LIMITED WARRANTY FOR



## TTXL SERIES MODULAR COOLING TOWER

*Applies only to quotes dated after February 4, 2009, for towers to be permanently installed in the U.S.*

*© 2009 Tower Tech, Inc. All Rights Reserved. ORIG. 02/17/2009*

**LIMITED WARRANTY ON COOLING TOWER EXTERIOR WALLS:** Subject to the conditions stipulated herein, the cooling tower exterior walls are warranted for a period of 15 years from the original date of cooling tower shipment. Tower Tech warrants that it will supply materials and labor to repair defective materials or workmanship in the cooling tower exterior walls during such 15-year period.

**LIMITED WARRANTY ON INTERNAL COMPONENTS AND FANS:** Subject to the conditions stipulated herein, the cooling tower water distribution system, Rotary Spray Nozzles™, Water Collection System™, motor supports, and fans are warranted for a period of five (5) years from the original date of cooling tower shipment. Tower Tech warrants that it will supply materials to repair defective materials or workmanship in internal components and fans during such five-year period. Tower Tech further warrants that it will supply labor to repair or replace defective materials or workmanship in the cooling tower water distribution system, Rotary Spray Nozzles™, Water Collection System™, motor supports, and fans for a period of one (1) year from the original date of cooling tower shipment.

**LIMITED WARRANTY ON FILL MEDIA AND DRIFT ELIMINATORS:** Subject to the conditions stipulated herein, the cooling tower fill media and drift eliminators are warranted for a period of five (5) years from the original date of cooling tower shipment. Tower Tech will supply materials to replace defective materials during such five-year period.

**LIMITED WARRANTY ON MOTORS:** Subject to the conditions stipulated herein, the cooling tower motors are warranted for a period of five (5) years from the date of tower shipment. Tower Tech warrants that it will replace or repair (at Tower Tech's discretion) defective motors during such five-year period as follows:

- A. For the first 12 months after the original date of cooling tower shipment, Tower Tech will pay to replace or repair (at Tower Tech's discretion) a defective motor if purchaser or end user delivers the motor to an EASA motor repair facility within 14 days of the date on which the defect was first discovered.
- B. After 12 months and through the end of the 60th month, Tower Tech will pay a pro-rated dollar amount toward the replacement or repair (at Tower Tech's discretion) of a defective motor if purchaser or end user delivers the motor to an EASA motor repair facility within 14 days of the date on which the defect was first discovered.
- C. The EASA motor repair facility must give Tower Tech a written report on the cause of motor failure within 21 days after receiving the motor.
- D. The cause of motor failure must be covered by this limited warranty.
- E. A pro-rated payment by Tower Tech hereunder shall be for a dollar amount equal to the percentage of the motor's repair or replacement cost representing the result of dividing the number of months remaining on the original five-year limited warranty (the numerator) by 60 (the denominator).
- F. Motor limited warranty excludes damage caused by water, ice, faulty wiring, or improper use of VFD.

**LIMITED WARRANTY CONDITIONS:** This limited warranty is subject to the following:

1. The limited warranty term applicable to each section above shall commence on the original date of cooling tower shipment; however, limited warranty coverage does not commence until Tower Tech receives a *Tower Tech Cooling Tower Start-up & Owner-Operator Training Checklist* and a *Tower Tech Warranty Commencement Form*, both signed and dated by a Tower Tech factory-authorized Start-up & Training Technician and indicating that the cooling tower was started according to factory recommendations and the end user's operators and maintenance staffs have received appropriate training in the operation and maintenance of the cooling tower.
2. Tower Tech's receipt within the applicable limited warranty period (but not more than 14 days after purchaser's or end user's knowledge) of purchaser's or end user's written notice containing a description of the defects.

3. The purchaser and/or end user shall not have attempted to correct the defect without Tower Tech's written permission.
4. The purchaser and/or end user shall have installed, operated, and maintained the equipment strictly in accordance with the *TTXL Series Installation, Operation & Maintenance Manual* in effect on the original date of cooling tower shipment, and in accordance with industry standards for evaporative cooling towers, both of which include, but are not limited to, appropriate cold weather operating procedures and an appropriate regime of water treatment.
5. The defect is not due to such factors as accident; alteration; erosion; corrosion or other physical deterioration caused by exposure to the elements; an abnormally corrosive or abrasive use environment; normal wear and tear; wrinkling or separation of glue joints or mechanical joints in fill media and drift eliminators; pigment and cosmetic discoloration or deterioration; splits or delamination in fiberglass exterior walls or other fiberglass and plastic component parts caused by an overweight condition due to improper water treatment, heat exchanger leaks or other foreign object damage; equipment abuse including but not limited to hydraulic water hammering; and/or neglect or operation of the equipment in conflict with prevailing standards of the cooling tower industry.
6. Any repairs to exterior walls by Tower Tech shall be to restore wall function (wall condition to be restored to as near new condition as practicable, as determined in Tower Tech's sole opinion).
7. All liability of Tower Tech shall be limited to the repair or replacement of defective parts as described herein and Tower Tech shall have no liability for consequential damages or other damages or for any transportation charges relating to repaired, replaced or defective parts, even if such parts are repaired or replaced under any labor warranty contained herein.
8. Tower Tech's warranty on materials and labor provided in connection herewith is limited to the period of time remaining under the applicable limited warranty section above.
9. The cooling tower, plumbing, piping, valves, pumps, controls, and all other associated equipment must be professionally engineered, installed and operated according to the recommendations and specifications of each original equipment manufacturer.
10. This limited warranty is non-transferable.
11. This limited warranty applies to cooling tower shipped to its original installation site.
12. The purchaser and/or end user must issue a purchase order to Tower Tech for each warranty claim to cover any charges for transportation of parts and materials covered by this limited warranty; as well as any charges not covered by this limited warranty including but not limited to transportation of parts and materials and the provision of labor, mobilization costs, disposal and water fees, and lifting equipment rental.

WARRANTY OF MATERIALS AND EQUIPMENT MANUFACTURED BY OTHERS: Any warranties and other benefits in respect of items not manufactured by Tower Tech are hereby assigned to the purchaser and end user.

LIMITATIONS OF LIABILITY: Tower Tech shall have no obligation in connection with this limited warranty until the cooling tower purchaser has paid the entire purchase price for the equipment to Tower Tech. Tower Tech's liability hereunder is expressly additionally limited as follows:

- i. This limited warranty contains the exclusive remedies against Tower Tech and are in lieu of any other warranties or guarantees, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.
- ii. Tower Tech shall not be liable to the purchaser and/or end user for any consequential, indirect or liquidated damages including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement cooling tower, additional expenses incurred in the use of equipment or rental equipment or facilities, or claims of customers of the purchaser. The disclaimer shall apply to consequential damages based upon any cause of action asserted against Tower Tech, including claims arising out of breach of warranty, expressed or implied, guarantee, product liability, negligence, personal injury or any other claim pertaining to the performance or non-performance of this limited warranty by Tower Tech.
- iii. Adequate engineering and quality control must be performed by purchaser and/or end user to assure that the cooling tower is suitable for its application, and Tower Tech shall not be responsible for handling or modification by the purchaser's or end user's use of the cooling tower.
- iv. No statement, remark, agreement, representation, promise or understanding, oral or written, made by Tower Tech or its agent, representative, or employee, which is not contained herein will be recognized or enforceable or binding upon Tower Tech.
- v. Acceptance of this limited warranty by the purchaser or end user shall be deemed to have occurred in whole, and not in part.

# Warranty Policy

## No -Fault Warranty

Motors with frame sizes 215T and smaller are covered under a “No-Fault” warranty. This warranty claim is offered one time, per end-user, per application. If there is more than one failure, please contact the Service Department for review. The following must be sent to the WEG Service Department to process a “No-Fault” warranty claim.

- Original nameplate from the failed motor (or, for a Shark-line motor, its terminal box cover)
- Copy of the original WEG invoice or invoice # for the failed motor
- Brief description of the failure for quality control purposes
- Please send request no later than 30 days after failure.

## Warranty on Larger Motors

WEG Electric requires that motors larger than 215T frame be inspected by a WEG Authorized Service Center, or if none is available, an EASA-affiliated service shop. Depending on the inspection results, WEG will decide whether to cover the motor under warranty. Prior to a decision being made on a claim for warranty, the following are required from the service shop and customer.

- Completed EASA inspection report
- Repair Quote
- Copy of the original WEG Invoice or WEG Invoice Number
- For Frame 215T and above, photos of the failure in JPEG format suitable for e-mailing

The inclusion of photos allows WEG to properly evaluate the details of your claim, as well as to ensure that any data sent to our factory Quality Control engineers are fully understood. The warranty claim will be evaluated after receipt of the above items. Upon review of the claim, the WEG Service Department will make contact and advise how to proceed. The service shop should not remove the nameplate nor make repairs without being requested to do so by a WEG Service Department representative.

**NOTE:** For all Ingersoll-Rand motors, please contact the WEG Service Department prior to any inspection.

## Communication

Correspondence with the WEG Service Department may be via e-mail, fax or regular mail. Please keep a photocopy of all nameplates for your records.

## Limited Warranty:

WEG Electric Corp. is proud of all of our product lines. WEG and its employees are committed to our customers and users to provide the best designed and manufactured motors, drives and controls. WEG provides a limited warranty on our products against defects in materials and workmanship for a specific period from the date of purchase. If a motor's date code is within its stated warranty period (18 month, 36 month, etc.), no proof of purchase is required. Otherwise, a copy of the invoice is necessary to show the date of purchase.

### Warranty Period:

- The standard warranty for WEG products is 18 months from the invoice date.
- For General Purpose TEFC and ODP Premium Efficiency motors the warranty is 36 months from the invoice date.
- For IEEE 841 motors, the warranty is 60 months from the invoice date.

## Authorized Service Centers:

WEG has service centers around the world to meet the needs of our customers. Information regarding the nearest service center can be found on our web site at [www.weg.net/us](http://www.weg.net/us) or by calling 1-800-ASK-4WEG (1-800-275-4934). Any warranty repair by a service shop must be pre-approved by WEG.

## Warranty Service:

If a WEG product requires warranty service due to defective materials or workmanship, WEG will, at its option, either repair or replace the defective product. By “replace”, WEG means the original purchaser's account will be credited for the cost on the WEG invoice (less freight). If warranty is granted, and replacement is specified, the motor's nameplate must be sent to the Service Dept. Warranty is applied to products that have been, at all times, properly maintained and operated or used under normal operating conditions for which the product was designed. WEG is not responsible for any expenses incurred in installation, removal from service, transportation (freight) or consequential expenses.

### Limitation of Warranty:

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY DISCLAIMED BY WEG. THE FOREGOING OBLIGATION TO REPAIR OR REPLACE WEG PRODUCTS OR PARTS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER, ITS CUSTOMERS, OR USERS OF THE PRODUCTS OR PARTS.

## Proper Storage of Motors:

When motors are not immediately installed, they should be stored in their normal upright position in a dry even temperature location, free of dust, gases and corrosive atmosphere. Inactive motors tend to expel grease from between the bearing surfaces, thereby removing the protective film that impedes metal-to-metal contact. At least once per month shafts should be rotated in accordance with WEG's installation and maintenance manual. Motors stored for a period exceeding one year should have the bearings re-lubricated in accordance with the WEG motor installation and maintenance manual.

## RETURN POLICY

WEG products that are purchased from our stocking warehouses must be returned within 90 days, freight to be paid by customer. Returned products must be unused, and in undamaged original packaging. If products are ordered incorrectly by the customer and need to be returned to stock, then a 20% re-stocking charge will be applied. If an order of equal or greater amount is placed at the time of the return, then the fee will be reduced to 10%. If the returned products are deemed not to be in unused, undamaged condition, or in original packaging, then additional fees will be applied (up to and including full price of item). Returns on any modified products will not be allowed. Any products that are ordered as specials (with features that would not allow them to be stocked items) cannot be returned.

---

## Contact WEG Service:

Toll -Free: 1-800-839-2529

E-Mail: [warranty@weg.net](mailto:warranty@weg.net)

# Weil-McLain® Cast Iron Gas Boiler Model LGB

## Limited Warranty for Commercial Use

Please register your purchase of Weil-McLain products at [www.weil-mclain.com](http://www.weil-mclain.com).

Information on the proper installation, operation, and maintenance of Weil-McLain products is found in the installation, start-up, operations, owner/user's manuals, service/maintenance instructions, and other printed/technical information provided with Weil-McLain products or directly from Weil-McLain.

### A. What Does This Limited Warranty Cover?

This Limited Warranty for Commercial Use covers any defects in material and workmanship in your Weil-McLain Cast Iron Gas Boiler Model LGB (the "Product").

### B. How Long Does The Coverage Last?

There are two separate coverage periods under this Limited Warranty: (1) the Heat Exchanger Limited Warranty Period, and (2) the Parts Limited Warranty Period. The Heat Exchanger Limited Warranty Period runs for ten years from the date your Product was installed. The Parts Limited Warranty Period runs for one year from the date your Product was installed and applies to all parts of your Product except the heat exchanger.

| Item            | Coverage |
|-----------------|----------|
| Heat Exchanger  | 10 years |
| All Other Parts | 1 year   |

### C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser or a subsequent owner and the Product has been used at any time for business purposes. A Product used at all times solely for personal, family, or household purposes is covered by the Limited Warranty for Residential Use for the Weil-McLain Cast Iron Gas Boiler Model LGB.

### D. What Will Weil-McLain Do To Correct Problems?

If Weil-McLain determines during the Heat Exchanger Limited Warranty Period that a heat exchanger section is defective in material or workmanship, then Weil-McLain will provide a replacement heat exchanger section. If Weil-McLain determines during the Parts Limited Warranty Period that any other part is defective in

material or workmanship, then Weil-McLain will provide a replacement part.

Weil-McLain will provide replacement heat exchanger sections and other parts free of charge. Weil-McLain will furnish replacement heat exchanger sections from the closest comparable boiler model available from Weil-McLain at the time of the replacement.

If Weil-McLain provides a replacement heat exchanger section, then that replacement heat exchanger section will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period. If Weil-McLain provides a replacement for any other part, then that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

### E. What Will Weil-McLain Not Do To Correct Problems?

Weil-McLain will not pay for the labor to remove any heat exchanger section or other part that is the subject of your warranty claim or to install replacements provided under this Limited Warranty. Additionally, Weil-McLain will not pay for the cost of any tools, repair materials, or travel necessary to perform the removal or installation.

### F. What Is Not Covered Under This Limited Warranty?

This Limited Warranty does not cover any Product that has been moved from its original installation site and any components that are not supplied by Weil-McLain.

Additionally, this Limited Warranty does not cover claims you make if the failure, malfunction, or unsatisfactory performance of, or damage to, your Product resulted from or is attributable to:

- (1) Inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain;
- (2) The failure to properly size the Product for its use;
- (3) Installation not done in accordance with manufacturer's instructions;



# Weil-McLain® Cast Iron Gas Boiler

## Model LGB

### Limited Warranty for Commercial Use

- (4) Services provided by and workmanship of the installer of the Product;
- (5) Components that are not supplied by Weil-McLain;
- (6) Improper or negligent operation, adjustment, control settings, repair, care, or maintenance of the Products, or the failure to adjust, set the controls of, repair, care for, or maintain the Products;
- (7) Operation with combustion air contaminated by chemical vapors, with improper fuel additives, or with water conditions that have caused deterioration or unusual deposits in the heat exchanger; and
- (8) Freezing, accident, fire, flood, or other acts of God; abuse or misuse; unauthorized alteration; or power surges or failures.

Changes to your Product due to normal wear and tear that do not cause the failure, malfunction, or unsatisfactory performance of your Product are not covered by this Limited Warranty.

**WEIL-McLAIN'S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WEIL-McLAIN BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. ALL**

**IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY.**

#### **G. How Do You Get Service?**

To commence a warranty claim under this Limited Warranty, please contact a qualified heating or plumbing contractor of your choice. Your contractor will notify the authorized Weil-McLain distributor from which your Product was purchased. If your warranty claim is not resolved, please contact the **Weil-McLain Commercial Relations Department, 500 Blaine Street, Michigan City, Indiana 46360**, and explain the difficulty you are encountering in resolving your warranty claim. Weil-McLain may require the return of the Product or parts thereof that are the subject of your warranty claim for the purpose of inspection to determine the cause of failure.

#### **H. How Can You Register Your Purchase?**

Please register your purchase at Weil-McLain's website at [www.weil-mclain.com](http://www.weil-mclain.com). Registration is not required to activate your warranty, but you should retain proof of date of purchase and installation.

\* \* \*

If you have any questions about your coverage under this Limited Warranty, please contact Weil-McLain using the contact information provided above.

# Weil-McLain® Cast Iron Gas Boiler and Oil Boiler

## Models 80, 88, and 94

### Limited Warranty for Commercial Use

Please register your purchase of Weil-McLain products at [www.weil-mclain.com](http://www.weil-mclain.com).

Information on the proper installation, operation, and maintenance of Weil-McLain products is found in the installation, start-up, operations, owner/user's manuals, service/maintenance instructions, and other printed/technical information provided with Weil-McLain products or directly from Weil-McLain.

#### A. What Does This Limited Warranty Cover?

This Limited Warranty for Commercial Use covers any defects in material and workmanship in your Weil-McLain Cast Iron Gas or Oil Boiler Model 80, 88, or 94 (the "Product").

#### B. How Long Does The Coverage Last?

There are two separate coverage periods under this Limited Warranty: (1) the Heat Exchanger Limited Warranty Period, and (2) the Parts Limited Warranty Period. The Heat Exchanger Limited Warranty Period runs for ten years from the date your Product was installed. The Parts Limited Warranty Period runs for one year from the date your Product was installed and applies to all parts of your Product except the heat exchanger.

| Item            | Coverage |
|-----------------|----------|
| Heat Exchanger  | 10 years |
| All Other Parts | 1 year   |

#### C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser or a subsequent owner and the Product has been used at any time for business purposes. A Product used at all times solely for personal, family, or household purposes is covered by the Limited Warranty for Residential Use for the Weil-McLain Cast Iron Gas Boiler and Oil Boiler Models 80, 88, and 94.

#### D. What Will Weil-McLain Do To Correct Problems?

If Weil-McLain determines during the Heat Exchanger Limited Warranty Period that a heat exchanger section is defective in material or workmanship, then Weil-McLain will provide a replacement heat exchanger section. If Weil-McLain determines during the Parts Limited Warranty Period that any other part is defective in material or workmanship, then Weil-McLain will provide a replacement part.

Weil-McLain will provide replacement heat exchanger sections and other parts free of charge. Weil-McLain will furnish replacement heat exchanger sections from the closest comparable boiler model available from Weil-McLain at the time of the replacement.

If Weil-McLain provides a replacement heat exchanger section, then that replacement heat exchanger section will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period. If Weil-McLain provides a replacement for any other part, then that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

#### E. What Will Weil-McLain Not Do To Correct Problems?

Weil-McLain will not pay for the labor to remove any heat exchanger section or other part that is the subject of your warranty claim or to install replacements provided under this Limited Warranty. Additionally, Weil-McLain will not pay for the cost of any tools, repair materials, or travel necessary to perform the removal or installation.

#### F. What Is Not Covered Under This Limited Warranty?

This Limited Warranty does not cover any Product that has been moved from its original installation site; any components that are not supplied by Weil-McLain; and any burner supplied by Weil-McLain. (Burners supplied by Weil-McLain are covered by a separate manufacturer's warranty.)

Additionally, this Limited Warranty does not cover claims you make if the failure, malfunction, or unsatisfactory performance of, or damage to, your Product resulted from or is attributable to:

- (1) Inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain;
- (2) The failure to properly size the Product for its use;
- (3) Installation not done in accordance with manufacturer's instructions;

**Weil-McLain® Cast Iron Gas Boiler and Oil Boiler**  
**Models 80, 88, and 94**

**Limited Warranty for Commercial Use**

- (4) Services provided by and workmanship of the installer of the Product;
- (5) Components that are not supplied by Weil-McLain;
- (6) Improper or negligent operation, adjustment, control settings, repair, care, or maintenance of the Products, or the failure to adjust, set the controls of, repair, care for, or maintain the Products;
- (7) Operation with combustion air contaminated by chemical vapors, with improper fuel additives, or with water conditions that have caused deterioration or unusual deposits in the heat exchanger; and
- (8) Freezing, accident, fire, flood, or other acts of God; abuse or misuse; unauthorized alteration; or power surges or failures.

Changes to your Product due to normal wear and tear that do not cause the failure, malfunction, or unsatisfactory performance of your Product are not covered by this Limited Warranty.

**WEIL-McLAIN'S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WEIL-McLAIN BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. ALL**

**IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY.**

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\* \* \*

If you have any questions about your coverage under this Limited Warranty, please contact Weil-McLain using the contact information provided above.

## packaged products

### Packaged Rooftop Units



WeatherExpert™ 48LC, 50LC  
3 to 23 Tons (VAV available 6 to 23 Tons)



WeatherMaster® 48HC, 50HC  
3 to 25 Tons



WeatherMaster® 50HCQ  
3 to 10 Tons



WeatherMaker® 48TC, 50TC  
3 to 27.5 Tons



WeatherMaker® 50TCQ  
3 to 20 Tons



WeatherMaker® 48KC, 50KC  
3 to 5 Tons



WeatherMaker® 50KCQ  
3 to 5 Tons

### Applied Rooftop Units



WeatherMaker® 48/50A Series  
20 to 60 Tons



WeatherMaster® 48/50P Series  
30 to 100 Tons



WeatherExpert™ 48/50N Series  
75 to 150 Tons

### Small Packaged Products



Performance™ 50VG-A  
Packaged Air Conditioner



Performance™ 48VG-B  
Packaged Gas Furnace/Air Conditioner



Performance™ 50VR-A  
Packaged Heat Pump



Performance™ 48VR-B  
Packaged HYBRID HEAT® Dual Fuel System

### Indoor Self-Contained Systems



Omnizone™ 50XC Water-Cooled/Air-Cooled/Remote Air-Cooled 5 to 20 Tons



Omnizone™ 50XJ Water-Cooled 60 to 100 Tons



Omnizone™ 50BV  
18 to 60 Tons



Room Top® 50AH Horizontal Indoor Single-Package Cooling Units  
3 to 6 Tons

## water source and geothermal heat pumps



Aquazone™ 50PSH, PSV  
Horizontal/Vertical Upflow  
0.5 to 6 Tons



Aquazone™ 50PTH, PTV  
Horizontal/Vertical Upflow  
2 to 6 Tons



Aquazone™ 50PSW  
Water-to-Water Units  
3 to 35 Tons



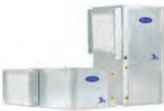
Aquazone™ 50HQP  
Horizontal Large Capacity  
6 to 20 Tons



Aquazone™ 50VQP  
Vertical Large Capacity  
6 to 30 Tons



Aquazone™ 50PEC Console Unit  
0.75 to 1.5 Tons



Aquazone™ 50PCH, 50PCV, PCD  
Compact Unit  
0.5 to 6 Tons

## energy recovery



EnergyX System  
Energy Recovery Ventilator (ERV)

## dedicated outdoor air products



62D Dedicated Outdoor Air Unit  
6 to 35 Tons



62R Dedicated Outdoor Air Unit with WSHP  
6 to 35 Tons

1-800-CARRIER [carrier.com/commercial](http://carrier.com/commercial)

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# A World of Comfort

A Quick Reference Guide to Sustainable Building Solutions

## commercial controls

### Building Automation Systems



BACnet® HVAC Controllers



Building Management



Carrier Comfort Network



Sensors



Thermostats

## chillers

### Air-Cooled



AquaSnap® 30RA Scroll Chillers  
10 to 150 Tons



AquaSnap® 30RB Scroll Chillers  
60 to 390 Tons



AquaForce® 30XA Screw Chillers  
80 to 500 Tons



AquaSnap® 30RAP with Greenspeed® Intelligence Scroll Chillers  
10 to 60 Tons



AquaSnap® 30RB with Greenspeed® Intelligence Scroll Chillers  
80 to 390 Tons



AquaForce® 30XA with Greenspeed® Intelligence Screw Chillers  
140 to 350 Tons

\*Trademark of ASHRAE

## chillers continued

### Absorption



16TJ – Single-Effect Steam Chillers  
100 to 700 Tons



16NK – Double-Effect Steam Chillers  
98 to 1,323 Tons



16LJ – Single-Effect Hot Water Chillers  
75 to 525 Tons

### Water-Cooled



AquaEdge™ 19XR(V) Constant- or Variable-Speed Centrifugal Chillers  
Single-Stage  
200 to 1,600 Tons



AquaEdge™ 19XR(V) Constant- or Variable-Speed Centrifugal Chillers  
Two-Stage  
800 to 3,000 Tons



AquaEdge™ 23XR(V) Variable-Speed Screw Chillers with Greenspeed® Intelligence  
175 to 300 Tons



AquaEdge™ 23XR(V) Variable-Speed Screw Chillers with Greenspeed® Intelligence  
250 to 550 Tons



AquaForce® 30XW Screw Chillers  
150 to 400 Tons



AquaForce® 30HX Screw Chillers  
75 to 265 Tons



AquaSnap® 30MP Scroll Chillers  
15 to 71 Tons



AquaEdge™ 17DA Open-Drive Centrifugal Chillers  
3,000 to 5,500 Tons

## air-handling units

### Central Station Air Handlers



**Aero® 39M**  
1,500 to 60,500 cfm



**Aero® 39L** 1,800  
to 15,000 cfm



**Aero® 39S**  
400 to 8,500 cfm



Carrier Custom **39CC**

## air terminals

### Overhead



**Axis™ 35E** Single Duct  
VAV Terminals  
45 to 7,100 cfm



**Axis™ 35J** Retrofit Terminals  
40 to 3,700 cfm



**Axis™ 35K** Bypass Terminals  
110 to 4,400 cfm



**Axis™ 35L,N** Dual Duct  
VAV Terminals  
50 to 7,100 cfm



**Axis™ 37HS** Moduline®  
VAV Air Terminals  
100 to 400 cfm



**Axis™ 45K/N** Series/Parallel Quiet  
Flow Fan-Powered Terminal Units  
for VAV Systems  
90 to 3,900 cfm



**Axis™ 45J/M** Series/Parallel  
Standard Flow Fan-Powered  
Terminal Units for VAV Systems  
90 to 3,900 cfm



**Axis™ 45Q/R** Series/Parallel  
Low-Profile Fan-Powered  
Terminal Units for VAV Systems  
100 to 2,000 cfm



**45Q** DOAS Terminal  
90 to 1,550 cfm

## air terminals continued

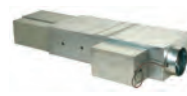
### Underfloor



**Axis™ 35BF** Diffusers for  
Variable-Volume Systems  
50 to 325 cfm



**Axis™ 42KC** Underfloor Perimeter  
Fan Coil Units  
325 to 2,800 cfm



**Axis™ 45UC** Underfloor Series  
Fan-Powered Units  
280 to 1,200 cfm



**Axis™ 45XC** Parallel Fan-  
Powered Zone Mixing Units  
50 to 6,200 cfm

## fan coils



**AirStream™ 42B** Belt Drive  
600 to 4,000 cfm



**AirStream™ 42C** Horizontal  
200 to 1,200 cfm



**AirStream™ 42V** Vertical  
200 to 1,200 cfm



**AirStream™ 42D** Ducted  
600 to 2,000 cfm



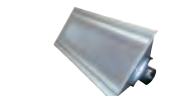
**AirStream™ 42S** Stack  
300 to 2,000 cfm

### Hydronic Cassette Fan Coil Units



**AirStream™ 42WKN** Hydronic  
Cassette Fan Coil Units  
0.75 to 3 Tons

### Induction Chilled Water



**ActivAIR™ 36CB** Chilled Beams



**ActivAIR™ 36IB** Induction Beams  
70 to 1,285 cfm



**WeatherMaster® 36S**  
Induction Air Terminals  
20 to 130 cfm

## fan coils continued

### Unit Ventilators



**AirStream™ 40UV, UH**  
Unit Ventilators  
500 to 2,000 cfm

## split systems

### Ductless Systems, Single Zone



**RAS** High Wall System  
0.75 to 2 Tons



**GR** High Wall System  
0.75 to 1.5 Tons



**MA** High Wall System  
0.75 to 3 Tons



**MB\*C** Cassette System 0.75  
to 1.5 Tons



**MB\*D** Ducted System  
0.75 to 4 Tons



**MB\*F** Floor Console System  
0.75 to 1 Ton



**MF** High Wall System  
0.75 to 2 Tons

### Ductless Systems, Multi-Zone



**GJ** System  
Up to 9 zones  
1.5 to 4.7 Tons



**MG** System  
Up to 5 zones  
1.5 to 4 Tons

### Ductless Systems, Light Commercial



**RAV\*KR** High Wall System  
**RAV\*UT** Cassette System  
**RAV\*CT** Underceiling System  
1.5 to 3.5 Tons



**MK\*B** High Wall System  
**MK\*C** Cassette System  
**MK\*F** Underceiling System  
1.5 to 5 Tons

## split systems continued

### Variable Refrigerant Flow, Single-phase



**40WA** Indoor Units  
0.6 to 4 Tons



**38WAH** Heat Pump  
3 & 4 Tons

### Variable Refrigerant Flow, 3-Phase



**MM-AP** Indoor Units  
0.6 to 8 Tons



**MMY** Heat Recovery &  
Heat Pump  
6 to 28 Tons

### Condensing Units, Air-Cooled



**Gemini® Select 38AP**  
25 to 130 Tons



**Gemini® 38AUZ/D**  
6 to 20 Tons



**Gemini® 40RUA/Q/S**  
6 to 30 Tons

### Heat Pump Systems



**Gemini® 38AUQ**  
6 to 20 Tons

### Condensers, Air-Cooled



**Direct Drive Outdoor Air-  
Cooled Condenser 09AW, AZ**  
1 to 20 Tons



**Outdoor Air-Cooled Condenser 09AZ**  
90 to 200 Tons



**Indoor Air-Cooled Condenser 09XC**



**Gemini® Select 09DP**  
18 to 130 Tons

# GARNET DYNAMICS, INC.

## CONSTRUCTION SERVICES

### PROFILE

Founded in 2014, Garnet Dynamics is a woman-owned solutions provider of industrial, electrical, and mechanical technologies in the HVAC and Plumbing industries.

### CERTIFICATIONS

#### Texas Historically Underutilized Business (HUB)

Certification No.: 1472547665

Exp: April 14, 2018

#### Women-Owned Business Enterprise (WBE)

Certification No.: WFW B07325N0818

Exp: August 2018

#### SBA Self-Certified Woman-Owned Small Business

### CONTACT

#### Phone:

214-694-2333

#### Email:

[gretchen@garnetdynamics.com](mailto:gretchen@garnetdynamics.com)

#### Web:

[garnetdynamics.com](http://garnetdynamics.com)

#### Address

7027 Twin Hills Ave Ste 200

Dallas, TX 75231

Proud Member of the Following Purchasing Cooperatives



THE INTERLOCAL PURCHASING SYSTEM

### EXPERIENCE

#### References:

*Byron Hannabas 806-743-9113 TTU HSC Lubbock*

*Samuel Chanja 432-703-5091 TTU HSC Odessa*

*Guy Trampe 972-205-2424 City of Garland*

#### *Turnkey Installation Projects*

**Texas Tech Health Science Center - Odessa**

Health Center Condensing Boiler Changeout

**Texas Tech Health Science Center - Amarillo**

Women's Health Resources Chiller Changeout

Pharmacy School Chiller Changeout

**Texas Tech Health Science Center - Lubbock**

Changeout of Existing Air Handling Unit Coils

**Dallas - Fort Worth International Airport**

Split Case Pump Replacement

#### *Equipment Provider*

**City of Garland**

Municipal Submersible Pump

**Department of Veteran Affairs - OKC**

Split Case Pump Replacements

**Texas Tech Health Science Center - Lubbock**

Hazmat Safety Storage Building

### AREAS of EXPERTICE

Hydronic Boiler and Chiller Systems ●●●●

Venting Solutions ●●●●

Steam Components ●●●●

Air Handling Units ●●●●

Water Heaters ●●●●

Sump and Sewage Pumps ●●●●

Air Conditioning Systems ●●●●