

Base Equipment Details - Mechanical Bill Of Material Scope of Work

Mechanical Sales: Buy BOARD CONTRACT#631-20

Spec Section: -- PoolPak Natatorium Unit

Tags	Description	Quantity	Capacity	Spec Level
PACU/ADC-1	POOLPAK: Enhanced Pool Dehumidification Roof Top Unit	1	80 tons	Basis of Design

Included:

- Painted Steel Cabinet w/ 2" Fiberglass Insulation
- Mixing Box w/ Low Leak Dampers
- 2" MERV 8 Pre-Filters Filters
- DX Cooling Coil w/ Painted Aluminum Drain Pans
- Modulating Hot Gas Reheat Coil
- Polyester/Enamel Baked-and-Dipped Coating on All Coils
- Modulating Gas Heat
- Twin Direct Drive Supply Fan w/ TEFC Motor & Internal Spring Isolation
- Multiple Refrigerant Circuits w/ Scroll Compressors
- Exhaust and Purge Fans
- Auxiliary Pool Water Heater
- Command Center DDC Controller w/ BACnet Interface
- Live Unit Monitoring & Troubleshooting Via WebSentry (Requires Ethernet Connection)
- Air Cooled Condenser Dry Cooler
- Non-Fused Disconnect Switches for Indoor Unit & Fluid Cooler
- 16" Flat Roof Curb
- Startup
- Five Year Entire Unit Parts Warranty
- One Year Entire Unit Labor Warranty (Valid Only With Connection to WebSentry)

Not Included:

- Wiring or Piping to Fluid Cooler
- External Vibration Isolation
- Connection to Ethernet
- Spring Isolation Rails

-- End of Base Equipment Detail --

Terms and Conditions

TERMS AND CONDITIONS OF SALE

BY ACCEPTING THIS PROPOSAL, PURCHASER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. **COMPANY:** The Company as used herein shall mean Heat Transfer Solutions, Inc. D/b/a HTS Texas.
2. **PRICE POLICY:** Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost.
3. **TERMS OF PAYMENT:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney's fees, legal expenses and court costs. All past due amounts shall bear interest at highest rate allowed by law.
4. **SHIPPING TERMS:** All shipments will be made F.O.B. Factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots.
5. **CLAIMS:** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within five (5) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
6. **TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
7. **CANCELLATIONS:** Orders accepted by Company are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.
8. **SHIPMENT DATES:** Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company's credit department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Purchaser, governmental act, accident, disease, epidemic, pandemic, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
9. **PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
10. **RETURNED GOODS:** Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.
11. **LIMITED WARRANTY:** Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, negligence, accidents, abnormal use or service, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warranty(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact Heat Transfer Solutions 3350 Yale Street, Houston, TX 77018; (832) 328-1010. The Company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date. No person has the authority to expand the Company's obligation beyond the terms of this express warranty. **THIS WARRANTY DESCRIBED HEREIN CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY AND INDEMNITY:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 11 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the payment actually received by Company from Purchaser under this Agreement. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO PURCHASER, SUBSEQUENT PURCHASER, OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF THE COMPANY), WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT TORT.** Purchaser agrees to indemnify Company from any liability and expenses (including, but not limited to, attorney's fees and legal expenses), of any kind, arising from any claims of any subsequent purchaser or third party related to the products sold hereunder.
13. **TERMS OF AGREEMENT:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.
14. **PAYMENT DEFAULT:** In the event of default in payment, Purchaser shall pay all costs of collection incurred by Company to collect such payment, including but not limited to collection agency fees, attorney's fees, legal expenses and court costs.
15. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Texas.
16. **DISPUTE/CONTEST:** In the event a dispute arises related in any way to the products sold hereunder, HTS may elect, at its sole discretion, to submit the dispute to a commercial arbitrator in lieu of resolving the dispute in a court of law or equity. In any event, all lawsuits, causes of action, arbitrations or other disputes related in any way to the products sold hereunder shall occur in Harris County, Texas.