



License No. TACLA004767C
Regulated by The Texas Department of
Licensing and Registration
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202

11/16/2006

Hidalgo County Building & Grounds
100 E. Cano
Edinburg, Texas 78539

Subject: Compressor Replacement Chiller # 1 *

Dear Daniel Flores,

We propose to furnish the service specified herein at prices stated and in accordance with Toromont Energy Systems standard terms and conditions. Toromont Energy Systems would like to submit the following proposal for your review and approval.

- Supply crane for lift
- Supply compressor
- Pump down and remove Freon from system
- Remove electrical and piping
- Installation of compressor
- Reconnect electrical and piping
- Install new liquid line driers and Freon to system
- Check operation and supply report
- Provide customer with written reports of all work performed

Estimated price is (\$18,822.00) Eighteen Thousand Eight Hundred Twenty-Two Dollars plus any applicable taxes.

Pricing is firm for 30 days from the above date and work is quoted on straight time.

Sincerely Yours,

Oscar Mariscal
Toromont Energy System Service Supervisor

AUTHORIZATION TO PROCEED

By: _____
Title: _____
Date: _____
P.O. # _____

Toromont Energy Systems
2685 North Indian Street (Bldg 511) Brownsville, TX. 78520
Telephone (956) 838-1573 • Fax (956) 838-1384

6-1334-419-40-220-009-0-431



Terms and Conditions-Time and Material Work

- 1) **ACCEPTANCE:** Any acceptance of the offer to sell contained herein is limited to acceptance of the express terms of such offer contained on the face and back hereof. Any proposal for additional or different terms, or any attempt by Buyer to vary, in any degree, any of the terms in Buyer's Acceptance by Purchase Order or otherwise, shall not operate as a rejection of this offer to sell unless such variance is in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof and this offer shall be accepted by Buyer without said additional or different terms. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional on buyer's assent to any additional or different terms contained herein.
- 2) **TERMS:** Terms of Payment for the work performed and materials furnished hereunder shall be NET on RECEIPT of INVOICE. Any amount owing shall become past due 30 days from date of invoice. Interest at the rate of 1 1/2% per month or the maximum allowed applicable by law, whichever is less, calculated from the date of invoice, shall be charged on past due accounts. If credit is extended to Buyer, TOROMONT reserves the right to revoke such credit if Buyer fails to pay for any work performed or materials furnished when payment is due, and thereupon TOROMONT shall have the right to demand payment before delivery of materials of materials of performance of work. Prices are subject to change with out notice.
- 3) **INVOICING:** TOROMONT reserves the right to issue partial or complete INVOICES.
- 4) **PERFORMANCE:** TOROMONT shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the TOROMONT Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of TOROMONT, whether of the class of clauses enumerated above or not, which shall prevent TOROMONT from making deliveries or performing services in the usual course of business. In the event of the disapproval of the TOROMONT Credit Department or the occurrence of any of the above events, TOROMONT may cancel Buyer's Purchase Order without any liability on the part of TOROMONT. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay. TOROMONT shall have the right to make delivery of material in installments and provide services in increments. All such installments and increments shall be separately invoiced and paid without regard to subsequent installments or increments. Delay in delivery of any installment or provision of any service shall not relieve Buyer of its obligation to accept remaining installments and increments unless such a delay has materially interfered with the operations or materially increased the expenses of Buyer.
- 5) **TAXES:** Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use, service, excise or other similar tax or duties which TOROMONT shall be liable for, either on its own behalf or on behalf of the Buyer, with respect to any orders for services, shall be in addition to the billing prices and be paid by the Buyer.

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- 6) **WARRANTY:** TOROMONT warrants that TOROMONT services provided to Buyer by TOROMONT hereunder will be performed by competent personnel in a workmanlike manner. TOROMONT will extend to Buyer the Warranty or Guarantee TOROMONT receives from any manufacturer of any component included in the materials supplied hereunder. This warranty does not include any non-reimbursed cost of labor to remove or reinstall any defective component, nor does this warranty include any non-reimbursed cost of handling, shipping or transportation involved in supplying replacements for defective components. This Warranty does not include the replacement or refrigerant lost from the system after completion of the work hereunder.

WARRANTY: TOROMONT assumes no contingent liability for loss or damage arising from any cause by reason of the work performed or materials supplied hereunder.

THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT SHALL TOROMONT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- 7) **GOVERNING LAW:** Provision of products and services by TOROMONT hereunder shall be governed by the laws of the State of Texas.

GENERAL:

- a) This Contract is not assignable.
 - b) This contract may be terminated by either party, upon 30 days' prior written notice except as otherwise specified herein
 - c) Orders for products of special design, size or materials are not cancelable after receipt by TOROMONT. Credit will not be allowed for any product returned by Customer without prior written authority from TOROMONT.
 - d) No action, regardless of form, arising out of this contract may be brought either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than one year from the date of the last payment. Buyer shall be responsible for and pay reasonable attorney's fees if TOROMONT retains counsel to collect any Past Due Account.
 - e) The foregoing terms and conditions may not be waived or amended, in whole or in part, except in writing signed by an officer of TOROMONT.
- 8) **DELIVERY:** Shipping dates are approximate only. No Purchase Order specifying a particular shipping date will be binding on TOROMONT unless such Purchase Order is countersigned by an officer of TOROMONT, or otherwise agreed to in writing by an officer of TOROMONT.
- 9) **ORDERS:** An order based on this offer to sell is subject to the acceptance by TOROMONT.
- 10) **CANCELLATION:** TOROMONT reserves the right to collect costs accrues against cancelled orders.

Toromont Energy Systems
2685 North Indian Street (FM 511)-Brownsville, TX 78320
Telephone: (956) 838-1373 * Fax (956) 838-1824