



October 21, 2025
Q225419revised

123 E. WATERLOO RD.
AKRON, OH 44319
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Subject: Lorain Parks Veterans Memorial Fountain Telemetry

Thank you for the opportunity to provide a quotation for the Lorain Parks Veterans Memorial Fountain Telemetry. Pro-Tech Systems Group is quoting the following equipment per the following items:

- **(1) Telemetry Panel for Veterans Memorial Fountain**
 - Utilize PLC, Ethernet Switch and Other Components from Middle Ridge Panel components removed and provided by Customer for remounting by Owner
 - **(1) Cellular Modem Configuration and Installation by Pro-Tech**
 - PLC to be sent to Pro-Tech by Owner for Reprogramming
- **Instrumentation**
 - **(1) Wet Floor Sensor w/ 30' Cable**
 - **(1) Ambient Temperature Transmitter**
- **PLC Programming**
 - **Wet Floor Alarm**
 - **Low Temperature Alarm**
 - **Run Status for 1 Pump**
- **Instrumentation Calibration and Startup**
- **SCADA Development at WTP for Monitoring and Alarming**
- **Installation by Owner**
- **Startup and Commissioning**

Pro-Tech Systems Group Price **\$9,410.00**

Yearly Annual Cellular Service \$456.00 billed separately

***Instrumentation Calibration and Startup**

- **On-Site Instrumentation Calibration and Controls Startup is Based on (1) mobilization for (8) hours. If instrumentation, Control Panels or Network Components are not ready for Scheduled Startup and additional mobilizations will be required, additional costs will be incurred.**



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*The contract price for this Municipal construction project has been calculated based on the current prices for the component building materials. However, the market for the Instrumentation and Controls materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. Pro-Tech Systems Group, Inc. agrees to use our best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this Municipal construction project, the Builder agrees to pay that cost increase to the Pro-Tech Systems Group, Inc. Any claim by the Pro-Tech Systems Group, Inc. for payment of a cost increase, as provided above, shall require written notice delivered by the Builder to the Owner stating the increased cost, the Instrumentation and Control material or materials in question, and the source of supply, supported by invoices or bills of sale.

Standard Exclusions

Our scope EXCLUDES the mounting/installation of all devices (enclosures, instruments, field devices, etc); Field and interconnect wiring drawings; Conduit schedules; All piping (including spool pieces), conduit, wiring, cabling, and mounting hardware; Phone lines, radio towers, repeaters, poles, masts, and mounting; Installation and termination of all wiring and cabling; Furniture.

Standard Terms and Conditions of Sale

We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

Standard lead times

Submittals – 8-10 weeks

Panels – 6-10 weeks from date of release

Long lead items involving instrumentation will be clarified during the submittal process.

Many of Pro-Tech Systems Groups suppliers have advised that until further notice they reserve the right to amend the delivery date, the price and the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the Covid-19 pandemic. Be advised the Pro-Tech Systems Group, Inc. considers the Covid-19 related changes imposed by our manufacturers and suppliers as outside of its reasonable control and subject to Force Majeure provisions.

This quote is valid for a period of 30 days. If you have any questions concerning this quotation, please call.

Best Regards,

A handwritten signature in black ink, appearing to read 'Chris Viar', written in a cursive style.

Chris Viar
Project Estimator



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Pro-Tech Systems Group Terms and Conditions

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by **Pro-Tech Systems Group**, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on **Pro-Tech Systems Group**, unless made in writing and signed by an authorized representative of **Pro-Tech Systems Group**. Any additional or different terms and conditions contained in Buyer's proper orders or responses to the Order shall be deemed objected to by **Pro-Tech Systems Group** without need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of **Pro-Tech Systems Group**. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by **Pro-Tech Systems Group** under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: 20% Payment on customer receipt of submittals, 80% Payment on multiple invoices. Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by **Pro-Tech Systems Group** hereunder on the agreed terms of payment, **Pro-Tech Systems Group** may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, **Pro-Tech Systems Group** shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. **Pro-Tech Systems Group's** rights under this provision are in addition to any other rights available to it at law or in equity.

RETAINAGE: Pro-Tech Systems Group, Inc., Inc will allow a maximum retainage of 4% on labor only, payable within 30 days of completion of Pro-Tech Systems Group, Inc. work.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of **Pro-Tech Systems Group**.

WARRANTIES: **Pro-Tech Systems Group** warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Systems Group warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in **Pro-Tech Systems Group's** quotation.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for **Pro-Tech Systems Group** to correct any such failure by either (at the option of **Pro-Tech Systems Group**) replacing defective parts or repairing any defective parts of the equipment. **Pro-Tech Systems Group** shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Any portion which does not so conform will be corrected by **Pro-Tech Systems Group** upon notification by the purchaser. Upon expiration of the warranty period, all liability of **Pro-Tech Systems Group** for its equipment and services shall terminate.

Pro-Tech Systems Group limits its warranty on components not manufactured by **Pro-Tech Systems Group** to the conditions and duration of warranty offered to **Pro-Tech Systems Group** by the component manufacturer.

DISCLAIMER AND INTELLECTUAL PROPERTY STATEMENT: The materials comprising these documents are provided by Pro-Tech Systems Group, Inc. ("PTSG") as a service to its customers on an "as-is, as-available" basis for informational purposes only. PTSG assumes no responsibility for any errors or omissions in these materials. PTSG makes no commitment to update the information contained herein.

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PTSG's names and logos and all related trademarks, trade names, and other intellectual property are the property of PTSG and cannot be used without its express prior written permission.

NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH SYSTEMS GROUP DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Systems Group shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment. Pro-Tech Systems Group's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract.

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Systems Group, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Systems Group's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Systems Group, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Systems Group.

DELAYS: Pro-Tech Systems Group will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Systems Group.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation. Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month or greater based on supplier increases.

DELIVERY: Unless otherwise specified by Pro-Tech Systems Group delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Systems Group, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Systems Group.

Upon acceptance of the agreement Pro-Tech Systems Group will require a full set of plans and specs w/ addendums, project start and completion dates, and a project schedule.

The above Standard Terms and Conditions are accepted:

By: _____
Title: _____
Date: _____