

CAPTIVEAIRE

quote



Monday, October 23, 2017

Quote# 3096540 - MIDICI - Salt Lake City, UT

To:

OWNER/BUDGET
OWNER/BUDGET
TBD
LOS ANGELES, CA 90031
Phone: TBD

From:

Alex Barr
CaptiveAire Systems
1810 14th St Suite 214
Santa Monica, CA 90404
Phone: (310) 876-8505
Fax: (919) 747-5639
reg81@captiveaire.com

Ship To:

Midici
150 S Rio Grande St
SALT LAKE CITY, UT 84101

CaptiveAire Systems proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal and approved credit.

EQUIPMENT:**Hood #1**

5424ND-2-PSP-F - 5ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff		x1	
- 100% 430 SS		x1	
- Fire Cabinet on the Right Side 12.00" Width x 54.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system)		x1	
- FILTER - 16" tall x 16" (15.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.		x3	
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others		x2	
- EXHAUST RISER - Factory installed 12" Diameter X 4" Height		x1	
- SUPPLY RISER - 12"x 20" Supply Riser with Volume Dampers		x2	
- 1/2 Pint Grease Cup New Style, Flanged Slotted		x1	
- Electrical Package Installation in Utility Cabinet by Plant.		x1	
- Parts required to mount riser sensor 6 inches beside riser. Typically used with installations of field supplied double wall duct.		x1	

Hood #1 Total Price: **\$1,363.28****Hood #1 Optional Items - (NOT INCLUDED IN Hood #1 PRICE, PLEASE ADD IF DESIRED)**

- FIELD WRAPPER 17.00" High Front, Left, Right	\$212.76	x1	\$212.76
- BACKSPLASH 80.00" High X 72.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	\$214.03	x1	\$214.03
Hood Options Total Price (OPTIONAL - NOT INCLUDED IN QUOTE TOTAL):			\$426.79

Hood #2

4224VHB-G - 6ft 6" Long Condensate Hood, w/ Full Perimeter Gutter		x1	
- 304 SS - 100% Application		x1	
- EXHAUST RISER - Factory installed 12" Diameter X 4" Height		x1	

Hood #2 Total Price: **\$956.36****Hood #2 Optional Items - (NOT INCLUDED IN Hood #2 PRICE, PLEASE ADD IF DESIRED)**

- FIELD WRAPPER 17.00" High Front, Left, Right	\$225.99	x1	\$225.99
- BACKSPLASH 80.00" High X 78.00" Long 304 SS Vertical (Includes End Caps & Divider Bars)	\$322.30	x1	\$322.30
Hood Options Total Price (OPTIONAL - NOT INCLUDED IN QUOTE TOTAL):			\$548.29

Fire System #1

ANSUL-1.5 Ansul 1.5 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station). Includes piping for hood: 1.		x1	
- Included: <ul style="list-style-type: none"> • Factory Pre-Piping of Hoods Only with All Exposed Piping In Stainless Steel Sleeving with Chrome Plated Fittings & Required Detection Lines • All Loose Ansul Parts; Installation & Final Connections (Hookup) May Be Shown Separately In A Line Item At End of Quotation Under "Fire System Hook-Up". • Complete Field Installation & Testing During Normal Business Hours by Certified Ansul Installers Only In Location Noted On Quotation • Single Trip For All Final Connections & Test (If Multiple Fire Systems Present, Additional Trips at Discretion of Ansul Distributor) • Approved Ansul Plans & Fire System Permits Included - Important Notes: <ul style="list-style-type: none"> • Flush Mount Remote Pull Station (Roughed In By Others) • Permit Prices (Valid For 30 Days from Date Listed On Quotation) - Excluded (Unless Specifically Listed On Quote): <ul style="list-style-type: none"> • Union and or Prevailing Wage (Advise If Needed) - Optional Items: <ul style="list-style-type: none"> • Additional Trip: Rough-In, Stub-Out, Hard Lid Ceiling, or Re-Test: \$400.00 • Pre-Test (To Be Performed Same Day of Final Inspection): \$250.00 		x1	
- SC-EGVA2 GAS VALVE - 2" Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly.		x1	
Fire System(s) Total Price:			\$4,057.54

Fan #1 DU85HFA - Exhaust Fan

DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1125 CFM @ -1.250" wc ESP, Fan runs at 1243 RPM. Exhaust Motor: 0.750 HP, 1 Phs, 115 V, 60Hz, 8.8 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor)		x1	
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)		x1	
- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Ships loose with fan. Gasket length supplied = perimeter of fan base.		x1	
- ECM Wiring Package for exhaust motors with PWM signal from ECPM03 prewire.		x1	
- Multi-Conductor - Single Shielded Twisted Pair Cable, 18 AWG stranded (19x30) TC conductors, plenum, FEP insulation, overall shield (100% coverage), 20 AWG stranded TC drain wire, FEP jacket. Priced per foot. For use with CORE Interlock Network, light dimming 0-10VDC reference signal, and PWM signal from ECPM03 to ECM.		x50	
- Curb CRB23X20E On Fan #1 Flat Curb		x1	
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.		x1	
- Vented Base for Curb		x1	
Fan Total Price:			\$955.23

Fan #2 DU33HFA - Exhaust Fan

DU33HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 11-3/4" wheel. Exhaust Fan handles 975 CFM @ -0.500" wc ESP, Fan runs at 1614 RPM. Exhaust Motor: 0.333 HP, 1 Phs, 115 V, 60Hz, 4.4 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor)		x1	
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)		x1	
- ECM Wiring Package and Manual or 0-10VDC Control for Exhaust EC motors. RTC Controller (No harness).		x1	
- Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Ships loose with fan. Gasket length supplied = perimeter of fan base.		x1	
- Curb CRB19.5X16E On Fan #2 Flat Curb		x1	
Fan Total Price:			\$784.66

Fan #3 A1-D.250-15D - Heater

A1-D.250-15D Direct Gas Fired Heated Make Up Air Unit with 15" Direct Drive Fan Supply Fan handles 1125 CFM @ 0.500" wc ESP, Fan runs at 1674 RPM. Heater supplies 86265 BTUs. 71°F Temperature Rise. [Fuel: Natural Gas] Supply Motor: 1.000 HP, 1 Phase, 115 V, 60Hz, 10.2 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor) Down Discharge - Air Flow Right -> Left		x1	
- Celdek Evaporative Cooler for Size # 1 Modular Heater. 26.75" Wide X 76.438" Long X 29.688" High. Includes intake hood with filters. For outdoor installation.		x1	
- RTC Solutions • 40-90°F Discharge Temp Control		x1	
- Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66		x1	
- Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized.		x1	
- Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Heater Units w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, TFB120S Actuator Included		x1	
- Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position.		x1	
- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size		x1	
- Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size		x1	
- ECM Wiring Package for supply motors with PWM signal from ECPM03 prewire.		x1	
- Multi-Conductor - Single Shielded Twisted Pair Cable, 18 AWG stranded (19x30) TC conductors, plenum, FEP insulation, overall shield (100% coverage), 20 AWG stranded TC drain wire, FEP jacket. Priced per foot. For use with CORE Interlock Network, light dimming 0-10VDC reference signal, and PWM signal from ECPM03 to ECM.		x50	
- Curb CRB21X71X20INS Insulated On Fan #3 Flat Curb		x1	
- Rail ADJUSTLEG-36 On Fan #3		x1	
Fan Total Price:			\$4,323.20

Electrical System #1

SC-311110FP 3 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit.		x1	
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.		x1	
- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.		x50	
Electrical System #1 Total Price:			\$817.08

Duct Run #1 - Hood

(Support) DW16VESUTP Double Wall Duct Support Flat Top Plate 16" Shell Diameter, Used in Vertical Support Assembly For Double Wall Duct. 12 GA Steel, Clear Zinc Coating. 2 Required Per Assembly.		x2	
(P1) DW1223DWLT-2R-S Double Wall Duct - 12" Inner Duct, 23" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P2) DW1201DWOFFSETASY-2R-S Double Wall Duct - 12" Inner Duct Riser & 1 Degree Offset - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P3) DW1290DWASY-2R-S Double Wall Duct - 12" Inner 90 Duct - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P4) DW1247DWAJD-2R-S Double Wall Adjustable Duct - 12" Inner Duct, 47" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell. Min Length = 18" / Max Length = 48.5" / Adjustment = 30.5" / Adjustable Section May Need To Be Cut.		x1	
(P5) DW12DWTEASY-2R-S Double Wall Duct - 12" Inner Tee Duct - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P6) DW12DWACCDORCOV-2R-S Double Wall Duct - 12" Inner Access Door & 16" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P7) DW1201DWOFFSETASY-2R-S Double Wall Duct - 12" Inner Duct Riser & 1 Degree Offset - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P8) DW1247DWLT-2R-S Double Wall Duct - 12" Inner Duct, 47" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P9) DW1223DWLT-2R-S Double Wall Duct - 12" Inner Duct, 23" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell.		x1	
(P10) DW1247DWAJDTP-2R-S Double Wall Adjustable Duct Transition Plate - 12" Inner Duct, 47" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Shell. Min Length = 18" / Max Length = 48.5" / Adjustment = 30.5" / Adjustable Section May Need To Be Cut.		x1	
(P11) DW1912TP Duct to Curb Transition, 19-1/2" Curb to 12" Duct, 16 GA Aluminized. Used on BDU11, DU25, 30 & 33.		x1	
(P12) DW1620SAD Duct - Horizontal Saddle Support, Used With 16" OD - Includes Uni-Strut Cut To Length, 12 Grade 5 Hex Nuts, 8 Grade 8 Washers.		x1	

3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.		x2	
DW12DWCLASY-2R-S Duct - 12" Duct - 16" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance.		x8	
DW16DWRISER-2R-S Double Wall Riser Cover - Used On 12" Inner Riser, 4" long - 2 Layers Reduced Clearance - 16" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections.		x1	
Duct Run #1 Total Price:			\$3,436.50

NOTE: Duct pricing based on 23'-7" roof height AFF to be field verified prior to fabrication, parts are subject to change.

Duct Run #2 - PO-1

(Support) DW14VESUTP Double Wall Duct Support Flat Top Plate 14" Shell Diameter, Used in Vertical Support Assembly For Double Wall Duct. 12 GA Steel, Clear Zinc Coating. 2 Required Per Assembly.		x2	
(P1) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P2) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P3) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P4) DW1047DWAJDTP-2R-S Double Wall Adjustable Duct Transition Plate - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell. Min Length = 18" / Max Length = 49.5" / Adjustment = 31.5" / Adjustable Section May Need To Be Cut.		x1	
(P5) 10314FLOSUPASY Duct - Vent - Chimney - 14" Shell - Support Plate Assembly - 18.250" Square Used On Through Penetrations - Horizontal And Vertical - Includes Hardware.		x1	
(P6) DW1910TP Duct to Curb Transition, 19-1/2" Curb to 10" Duct, 16 GA Aluminized. Misc. non-standard transition plate.		x1	
3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.		x1	
DW10DWCLASY-2R-S Duct - 10" Duct - 14" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance.		x3	
DW14DWRISER-2R-S Double Wall Riser Cover - Used On 10" Inner Riser, 4" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections.		x1	
Duct Run #2 Total Price:			\$1,777.10

NOTE: Duct pricing based on a straight vertical run to a 23'-7" roof height AFF to be field verified prior to fabrication. Parts are subject to change.

Duct Run #3 - PO-2

(Support) DW14VESUTP Double Wall Duct Support Flat Top Plate 14" Shell Diameter, Used in Vertical Support Assembly For Double Wall Duct. 12 GA Steel, Clear Zinc Coating. 2 Required Per Assembly.		x2	
(P1) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P2) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P3) DW1047DWLT-2R-S Double Wall Duct - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell.		x1	
(P4) DW1047DWAJDTP-2R-S Double Wall Adjustable Duct Transition Plate - 10" Inner Duct, 47" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Shell. Min Length = 18" / Max Length = 49.5" / Adjustment = 31.5" / Adjustable Section May Need To Be Cut.		x1	
(P5) 10314FLOSUPASY Duct - Vent - Chimney - 14" Shell - Support Plate Assembly - 18.250" Square Used On Through Penetrations - Horizontal And Vertical - Includes Hardware.		x1	
(P6) DW1910TP Duct to Curb Transition, 19-1/2" Curb to 10" Duct, 16 GA Aluminized. Misc. non-standard transition plate.		x1	
3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.		x1	
DW10DWCLASY-2R-S Duct - 10" Duct - 14" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance.		x3	
DW14DWRISER-2R-S Double Wall Riser Cover - Used On 10" Inner Riser, 4" long - 2 Layers Reduced Clearance - 14" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections.		x1	
Duct Run #3 Total Price:			\$1,777.10

NOTE: Duct pricing based on a straight vertical run to a 23'-7" roof height AFF to be field verified prior to fabrication. Parts are subject to change.

Energex GSV 012 for direct venting pizza ovens.		x2	
Includes:			
<ul style="list-style-type: none"> • Variable speed control • Dilution bolts for high temp application • 10" chimney adapter plate 			

Fan is ETL listed to UL-762 and has a 1ph/120V electrical requirement.

Item Total Price: **\$3,100.00**

Factory Services

Service Design Verification for Direct Fired Heater	x1
Service Design Verification for Evap Cooler	x1
Service Design Verification for Exhaust Fan	x2
Service Design Verification for Hood	x2
Service Design Verification for Standard Electrical Control Package	x1
Service Design Verification Mileage Charge: (25) x 2 = 50 total miles	x1

Factory Services Total Price: **\$460.00**

Subtotal: **\$23,808.05**

Shipping: **\$1,300.00**

Tax: **\$1,688.39**

Total (Does not include optional items): USD \$26,796.44

SERVICE DESIGN VERIFICATION DISCLAIMER

Field Service Technician is responsible for one trip to site to ensure the above equipment is operating within design specifications. All equipment must be operational. Fire suppression system should be hooked-up and armed. Additional trips will result in charges to be covered by others.

INSTALLATION BY OTHERS

By Others:

Installation, ductwork, patching, all electrical field wiring, start-up & balance, gas or electric shutdown for fire system hook-up.

Note:

Customer is responsible for additional labor charges as a result of cooking equipment layout changes after the release of the order, union labor or prevailing wage charges, or additional trips by fire system distributor caused by jobsite delays, permits, fees or test required by local authority. Submittal will specify applicable testing and approval agencies.

CaptiveAire Systems requirement for all field hook ups:

All fire system detection conduit must be half inch EMT. All conduit fittings must be compression type and fully tightened. All conduit ends must be reamed and deburred and blown clear of debris prior to assembly. All conduit must be fully and robustly supported to avoid accidental fire system discharge.

CaptiveAire Systems product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.captiveaire.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in CaptiveAire Systems "Guide to Designing Air Flow Systems", available [here](#).

SHIPPING

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

APPROVAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Receipt of the CaptiveAire Systems Terms & Conditions are hereby acknowledged (Form TC101), and by signature hereto, we agree to said Terms & Conditions. Payment will be made in accordance with authorized agreement. Please note, proposal may be withdrawn by CaptiveAire Systems if not accepted within 30 days.

Authorized Signature

Date

Signature

Date

We accept MasterCard®, VISA®, American Express®, and Discover® cards for immediate credit approval and expedited order processing.



TERMS AND CONDITIONS

Acceptance: This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 days of placement-see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

Terms of Payment: Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1.5 % per month may be invoked and applied after the 30 day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event CaptiveAire Systems employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for CaptiveAire Systems attorney, plus all other reasonable expenses incurred by CaptiveAire Systems in enforcing its rights under this agreement.

Taxes: Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid by the Buyer.

Shipments: All shipments are f.o.b. Factory or, if shipped from another location, f.o.b., point of shipment with charges either allowed, added to invoice, or collect as noted.

Claims: The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company. (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods.

Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer, Owner, etc.), CaptiveAire Systems shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written on behalf of another equipment manufacturer.

Warranties: CaptiveAire Systems extends to buyer the manufacturers warranty (a copy of which is available upon request). Manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. CaptiveAire Systems makes no other warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability or fitness for a particular purpose. CaptiveAire Systems shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. CaptiveAire Systems shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation) resulting from the installation, operation or use of the equipment.

Limitation of Remedy: CaptiveAire Systems shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. CaptiveAire Systems liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by CaptiveAire Systems or its duly authorized representative, or at CaptiveAire Systems option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against CaptiveAire Systems. In no event shall CaptiveAire Systems liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to CaptiveAire Systems. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against CaptiveAire Systems with respect to the goods is deemed waived by Buyer unless submitted to CaptiveAire Systems in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

Claims Resolution: All claims and disputes between Buyer and CaptiveAire Systems arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Raleigh, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.

Delays: Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.

Credit: If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Seller shall have the right to defer shipment or cancel the order.

Penalties: No penalty clause of any kind will be effective unless approved in writing by an officer of CaptiveAire Systems.

Cancellations: Should the order be cancelled through no fault of CaptiveAire Systems, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses incurred by Seller.

Return of Goods: Please take special care to order carefully and completely. All products purchased are custom orders. Custom orders were manufactured in accordance with customer specifications, and therefore, are only returnable per the terms of our RMA policy (<http://www.captiveaire.com/sitedocs/returnpolicy.asp>). Verify all information before placing the order. Please review policy with your sales consultant prior to purchasing if you have any questions.

Prices: Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Seller's offices.) Order released after 90 days from date of customer's purchase order may be subject to escalation.

Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

FORM TC-101 (2/03)



JOB INFORMATION SHEET

The following is required on all jobs where the total material requirements will exceed **\$5,000.00**.

1. Fill out the Job Information Sheet **completely**.
2. A signed purchase order, identifying project, and stating approximate material requirements.

JOB NUMBER

3096540

A. Customer's Full Legal Name:

Street Address: TBDCity: LOS ANGELES State: LOS ANGELES Zip: 90031-

Customer's Relationship to Job

☒ Owner ☐ General Contractor ☐ Subcontractor ☐ Sub-SubContractor

Customer is selling to:

☐ Owner ☐ General Contractor ☐ Subcontractor ☐ Sub-SubContractorB. Description of Materials to be Furnished: Commercial Ventilation Equipment per order #3096540Amount: \$25,108.05 Starting Date:

C. Job Site:

☒ Private ☐ Public ☐ FederalJob Site Name: MidiciStreet Address: 150 S Rio Grande StCity: SALT LAKE CITY State: UT Zip: 84101-

D. Owner's Legal Name:

Street Address:

City: State: Zip:

Phone #:

E. General Contractor's Legal Name: N/AStreet Address: N/ACity: N/A State: N/A Zip: N/APhone #: N/AF. SubContractor's Legal Name: N/AStreet Address: N/ACity: N/A State: N/A Zip: N/APhone #: N/A_____
Signature (Customer)_____
Date Signed