

Oct 8, 2024

Subject: 2299 Dundas

We are pleased to provide you with the following proposal up to addendum m2:

Johnson Controls R-454b Rooftop Unit and splits:

QTY	UNIT TAG	MODEL NO.	DESCRIPTION
1	cu1	RAS-1.0PNNBDH1-LAC	PAC 9K LAC ODU HEATPUMP 208-230V
1	ahu1	RPIL-1.0PNN1DH	PAC 9K IDU DUCT HEATPUMP 208-230V
1		PACFWB0912	PAC FRONT WIND BAFFLE 912
2	RTU-2,3	WP120E36R5DBBCA2A1	<p>10 Ton, Two Stage Cooling, Single Packaged R-454B Heat Pump, Standard Efficiency, 11.2 EER, 36 kW Factory Installed Electric Heat, 575-3-60</p> <ul style="list-style-type: none"> • Refrigerant Detection System • Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511). • 3 HP High Static Belt Drive Blower • 2" Pleated Filters (MERV 8) • IntelliSpeed control of the VFD based on stages of cooling (Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10) • Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card. • HACR Circuit Breaker/Disconnect • Phase Monitor • Copper tube/aluminum fin condenser coil, Copper tube/aluminum fin evaporator coil • Composite Drain Pan - Front Connection • Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray
2	RTU-2,3	1RC0476	Roof Curb - 24" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down)
2	RTU-2,3	2EC0402	Kit, Dual Enthalpy Field Installed (Includes two humidity sensors)

2	RTU-1,4	WD15E3DP5U1CAH82A1	<p>15 Ton, Johnson Controls Choice Single Packaged R-454B Heat Pump, Two Stage Compressor Operation, Standard Efficiency, Bottom Duct, Electric Heat, High Heat 75 kW, 575-3-60, 5 kA Standard SCCR, 5 HP High Static Belt Drive Blower</p> <ul style="list-style-type: none"> • IntelliSpeed control of the VFD based on stages of cooling. Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10. • Dual Enthalpy Economizer w/Barometric Relief and Power Exhaust with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511) • 2" Pleated Filters (MERV 8) • Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card. • HACR Circuit Disconnect • Phase Monitor • Aluminum Fin/Copper Tube Condenser Coils • Copper tube/Aluminum fin evaporator coils • Refrigerant Detection System • Standard Cabinet • Polyester SMC Drain Pan
2		Curbs	Horizontal transition curbs

Items not included in our offer

1. Duct work, piping, power wiring, installation of loose items, enclosure for thermostat and any other item not specifically mentioned in our offer
2. Wiring, installation and start up of units.
3. Insulation on roof curbs
4. 1 year parts only warranty

Pricing Summary

The total price is **\$ 305,000** Net 30 days, HST extra

Add price for startup is \$6,500 + HST

The price quoted is net 30 days, in Canadian funds, for equipment to be supplied F.O.B. factory with standard freight prepaid to first destination during standard business hours; all applicable taxes are extra. Prepayment options are available. Storage fees on equipment extra. No holdback on equipment. This quotation is subject to JCI standard payment terms of net 30 days and further conditions as detailed in the enclosed attachment "Terms and Conditions". Startup of packaged units is based on a single visit to simultaneously startup both heating and cooling modes. Should the site require an additional visit for startup, additional charges will apply". Johnson Controls reserves the right to review the credit worthiness of purchaser. Execution of this offer is subject to final approval by the Project Engineer or by the Owner. Government Tariffs. Pricing for products and parts covered by this Agreement and/or bid, as applicable, does not

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include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government or governments. At any time prior to shipment, Johnson Controls shall be entitled to a fair increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocur, costs to change suppliers, costs of raw materials, costs of manufactured equipment or goods, or other costs of any kind resulting from such changes.

Purchaser – Company Name

Signature

Name: _____

Title: _____

Date: _____

PO #: _____

Sincerely,

Yours truly,
Reaz Usmanali
Account Executive
Building Technologies & Solutions
Johnson Controls Canada LP

Standard Terms and Conditions – Johnson Controls Canada LP ("Seller")

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of products and/or equipment or performance of services, whether such instructions are oral or written, including a letter of intent or notice to proceed. Upon Buyer's acceptance of Goods, these Standard Terms and Conditions, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to any products and/or equipment (collectively, the "Goods") and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than these Standard Terms and Conditions or identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions shall be binding on Seller. Buyer agrees that, notwithstanding any language to the contrary or any written or oral acknowledgement by Seller, (i) any purchase order issued by the Buyer in relation to this Agreement is intended only to establish payment authority for the Buyer's internal accounting purposes, (ii) no purchase order, shipping release form, or other instrument shall be considered a counteroffer, amendment, modification, or other revision to this Agreement, and (iii) no term or condition included in the Buyer's purchase order or similar instrument will have any force or effect. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the Goods or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches the Agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders and covering Seller-manufactured Goods are firm for a period of 90 days from the date of acceptance. Seller reserves the right to increase the prices at the time of shipment to the extent of any increase in cost to it of any item not of Seller's manufacture on which firm prices were not available on the date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Seller, in its sole discretion, may invoice Buyer, and require full payment, in advance of delivery of Goods. Unless otherwise agreed to in writing by Seller, full payment is due net thirty (30) days from the date of invoice. Interest at the rate of 18% per year shall be charged on overdue accounts at the rate of 1.5% per month. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales from Canada, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude any harmonized sales tax, goods and services tax, value-added tax, provincial and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for Goods is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labour or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of Goods, Seller shall be entitled to any and all extra cost and expenses resulting from such delay, including reasonable storage costs. Shipments should be examined carefully before being accepted from the carrier. Claims for shortages or non-conforming shipments must be made in writing and sent to Seller within 24 hours of Buyer's receipt of the shipment. Failure to give such notice shall be deemed unqualified acceptance of the shipment, and a waiver by Buyer of any claim with respect to the shipment.

(6) **LIMITED WARRANTY.** Seller warrants that, for a period of one year from the time of shipment of the Goods or providing the services, as the case may be, the Goods will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes Goods under the Agreement, and such Goods, or any part thereof, are covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by: (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use, operation or application; (iii) corrosion; (iv) normal deterioration or wear and tear; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants that do not meet or exceed Seller's specifications; or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for Goods, at the earlier of Buyer's discovery of the defect or the time at which Buyer should have discovered the defect, Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly re-perform defective services. All replaced Goods become Seller's property. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

(7) **INDEMNIFICATION AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage to the extent caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the Goods and tender to Buyer the purchase price therefor paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the Goods. If Seller so requests the return of the Goods, the Goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of profit, other economic loss, or for any damages arising, whether by reason of strict liability, contract, tort, including negligence, indemnity or any other cause of action, whether or not such damages are foreseeable and regardless of whether Seller has been apprised of the possibility of such. Further, in no event shall Seller's liability for direct damages, whether the

claim for such damages is based in strict liability, contract, tort, including negligence, indemnity or any other cause of action, exceed the purchase price set out in the Quotation.

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, misappropriation or violation or alleged violation, of (a) any Canadian or United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party that is enforceable in Canada or the United States, as a result of Buyer's use of the Goods within Canada, provided that: (i) Buyer gives Seller prompt written notice of any such Claim; (ii) Buyer gives Seller full authority to defend or settle any such Claim; and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT OR MISAPPROPRIATION, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to Goods or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) that are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the Goods is incident to an infringement not resulting primarily from the Goods. Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees, and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the province from where the Quotation originates, excluding its conflicts of laws provisions. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Toronto, Ontario. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to a jury.

(11) **SOFTWARE LICENCE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software licence agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software.

(12) **MISCELLANEOUS.**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the Goods purchased by Buyer, without liability or obligation to incorporate such changes to Goods ordered by Buyer. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements that become effective after the date of the Quotation.

(b) **CHARACTER OF GOODS AND SECURITY:** The Goods delivered by Seller under the terms of the Agreement shall remain personal property and retain their character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in the Goods, any replacement parts and any proceeds thereof until all sums due to Seller have been paid to it in full. Buyer agrees that this security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing by Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **TITLE:** Buyer acknowledges and agrees that until payment of the amount shown on Seller's invoice is received by Seller, title to the Goods covered by that invoice shall remain with Seller, whether or not the Goods are in Seller's possession and whether or not they have been fabricated or used by Buyer. Until such payment has been made in full, Seller shall have the right, at any time without notice, to enter the premises where the Goods are situated and take possession of the same in the event that Buyer's payment obligation for those Goods has become past-due, and Buyer agrees to defend, indemnify and save Seller harmless from any and all costs, expenses and damages (including legal fees) arising out of any claim asserted against Seller as a consequence to Seller's exercise of such right.

(d) **INSURANCE:** Buyer agrees to insure the Goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of Goods.

(e) **INSTALLATION:** If installation by Seller is included within Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(f) **CONDITIONS OF RESALE:** These Standard Terms and Conditions shall be binding upon all subsequent owners and users of the Goods. Goods are sold subject to the condition that they shall not be resold or otherwise conveyed without these Standard Terms and Conditions, including that these conditions be imposed on the subsequent purchaser / user or transferee.

(g) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of Canada and the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased Goods. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside Canada are subject to complete, accurate and timely disclosure by Buyer of the ultimate destination of the Goods. Notwithstanding the foregoing, diversion of the Goods to any other destination or to any destination restricted by the laws of Canada or the United States is prohibited. If Seller becomes aware of any non-compliance with the foregoing, Seller may, at its sole option, cancel such order, without liability of any kind.

(h) **FURTHER ASSURANCES:** Buyer shall execute and deliver such documents as Seller may require to carry out the intent of this Agreement.