

**ENGINEERED AIR**

QUOTATION

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To: Marc @ Consult Mechanical

Date: October 4, 2024

Project: Neshama Hospice

Quote#: 2406-27

- 1) Orders based on quotations are subject to our acceptance and price is subject to confirmation at time of order.
2) Prices firm for 30 days from date of quotation.
3) Please also refer to attached "Conditions of Sale" which form part of this quotation and are non-negotiable.

Quantity	Description	Price
2 Only	<u>Engineered Air Custom Packaged Recovery Rooftop Units Tag AHU-1 &2</u> <u>Basis of Design</u> <u>Unit Complete with</u> <ul style="list-style-type: none">• 2 inch double wall construction.• Supply & Exhaust Fan(s) & internal vibration isolation• Motorized dampers• Fully Packaged DX cooling• Modulating condenser Reheat• Hydronic heating coil• 2" MERV 8& 12" MERV 14 Filters• Engineered Air Standalone electronic D/A controls with BAS Connection• Factory mounted supply & return fans VFD's c/w bypass• Packaged Heat Recovery Pipes c/w Hospital Separation, Tilting & Frost Control Package (AHU-1)• Dynamic UV lights• Unit mounted non-fused disconnect switch• Inlet hood & Exhaust hood (shipped loose)	
	<u>Items not included on above units:</u> <ul style="list-style-type: none">• START UP (Start Up assistance available to Contractor / refrigeration Mechanics) Installation, Balancing, storage, Labour warranty, Field, control or power wiring, hydronic piping, modulating or regulating valves, hydronic specialties, VI Roof curb.	
2 Only	<u>Isotech Vibration Isolation Roof Curbs, Separate PO shall be issued at the time of order</u> <u>Not quoting, installation</u>	
	TOTAL NET PRICE.....	\$ 387,000

Terms: Net 30 days O.A.C./Credit must be in place prior to order released to production.
(All Taxes Extra)

FOB: Outstanding amount beyond open terms credit limit to be paid before shipping
Factory, freight allowed to jobsite

ENGINEERED AIR: _____
Hamid Akhavan P.Eng.

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All sales of goods by ENGINEERED AIR are made subject to the following terms and conditions. Acceptance of this acknowledgement of buyers order constitutes buyers agreement to all of the terms and conditions to the complete exclusion of all other terms heretofore or hereafter issued by buyer. Acceptance shall be presumed unless objection is made immediately upon receipt of this acknowledgement. No waiver, alteration or modification of any of the following provisions shall be binding, unless in writing and signed by an authorized representative of ENGINEERED AIR.

1. **CREDIT** Buyer orders are accepted by ENGINEERED AIR subject to credit investigation and approval.
2. **PRICES** Quotations in effect at the time of receipt of order at the ENGINEERED AIR office are firm if released for manufacture by the buyer within 60 days from date of order entry and for shipment within (3) months thereafter. If orders are released for manufacture after the 60 day protection period has expired prices in effect will be adjusted to prices at the time of release.
3. **TAXES AND FEES** Prices quoted exclude all sales taxes and government fees unless they are separately stated. All taxes are in addition to the quoted price and shall be paid by the buyer or in lieu thereof the buyer shall provide immediately an exemption certification acceptable to the taxing authorities.
4. **PAYMENT** Upon approval of credit, payment is due 30 days from the date of the shipment of goods. A finance charge of 1½% per month shall be imposed for indebtedness on account over 30 days. In event the buyer does not pay within the terms of the agreement, all collection costs incurred by ENGINEERED AIR will be paid by the buyer.
5. **DELIVERY** Shipping dates are approximate only and are dependent upon the prompt receipt of all necessary materials from our suppliers and full information from the buyer. ENGINEERED AIR will not be held liable for any loss due to delays. We will endeavor to meet customer's delivery requirements but we expressly disclaim any liability caused due to failure to delivery at time requested.
6. **ALTERATIONS** ENGINEERED AIR reserves the right to alter equipment in detail of design, material and construction which in ENGINEERED AIR's judgement, shall constitute an improvement. Reasonable requests by the buyer for modifications of the product after the buyers order has been entered shall be honored, if possible, but with the addition of reasonable charges for labor, materials and other added expenses.
7. **CANCELLATION** This order may be cancelled only upon written notice and upon payment of reasonable cancellation charges to be determined by ENGINEERED AIR, in addition to labor, materials and other costs incurred.
8. **FREIGHT** ENGINEERED AIR equipment is shipped F.O.B. factory. The buyer takes title to and possession of goods when they are loaded off our factory docks. Co-ordination thereafter, including site receiving, cranes, etc. is the full responsibility of the buyer. ENGINEERED AIR will include freight costs to job site street curb unless otherwise agreed, however this does not alter the F.O.B. factory terms.
9. **LIMITED WARRANTY** ENGINEERED AIR will furnish without charge, F.O.B. factory, freight collect, replacement parts for, or repairs to products covered herein which prove defective in material or workmanship under normal and proper use for a period of twelve (12) months from the initial start-up or eighteen (18) months from the date of shipment, whichever expires sooner, provided the customer gives ENGINEERED AIR written notice of such defects within such time periods and provided that inspection by ENGINEERED AIR establishes the validity of the claim and all pertinent invoices have been paid in full. The repairs or replacements will be made only when the complete product(s) or part(s) claimed to be defective are returned to ENGINEERED AIR or a depot designated by ENGINEERED AIR, transportation charges prepaid. Repairs or replacements as provided for by this paragraph shall constitute fulfillment of all ENGINEERED AIR's obligations with respect to this warranty. The refrigerant charge is not included in any part of this warranty. This warranty does not apply to any products or parts thereof that have been subject to accident, misuse or unauthorized alterations, or where ENGINEERED AIR's installation and service requirements have not been met. The foregoing warranty is in lieu of all other warranties, express or implied. ENGINEERED AIR specifically disclaims any implied warranty of merchantability and/or fitness for purpose. Under no circumstances shall ENGINEERED AIR be liable to, nor be required to indemnify, Buyer or any third parties for any claims, losses, labour, expenses or damages (including special, indirect, incidental, or consequential damages) of any kind, resulting from the performance (or lack thereof) of this Agreement or the use of, or inability to use the goods sold hereunder, including, but not limited to, damages for delay, temporary heating/cooling costs, loss of goodwill, loss of profits or loss of use. Furthermore, the parties agree that the Buyer's sole remedy under this Agreement shall be limited to the limited warranty set forth in the preceding paragraph relating to the repair or replacement of any defective goods. Under no circumstances shall any claim or award against ENGINEERED AIR exceed the original contract price whether awarded through arbitration, litigation or otherwise.
10. **GENERAL** The quotation and/or proposal, including any drawings previously submitted, is the property of ENGINEERED AIR. By receiving such documents, the purchaser and his representatives agree to obtain permission from ENGINEERED AIR, to, a) reproduce or copy it in whole or in part, or b) furnish information from it to others, or c) change or modify data/details in any way. However, purchaser may retain the proposal for use in connection with equipment covered by this contract and for that purpose only, make such copies thereof as may be necessary.
11. **HOLDBACKS** Engineered Air does not accept any holdbacks from its billings. Engineered Air is a supplier (not a "Contractor" as defined in any Construction Lien Act, Builders' Lien Act or similar legislation) and is not subject to the holdback rules as defined in any Construction Lien Act, Builders' Lien Act or similar legislation.
12. **PROJECT SPECIFICATIONS** Engineered Air does not accept any order subject to project plans and specifications. The purchaser agrees to accept full and sole responsibility in determining the suitability of the product(s) ordered by the purchaser to the plan and specification requirements of any project.