

This Proposal Comes to you from the
Windy City **Product Support Group** –
your source for Coils, radiant,
wet heat, mini splits and VFDs

Date: June 17, 2016
To: Dennis Wokurka
Subject: **Orland Park Village Hall**

Terms: F.O.B. Factory, Freight Allowed and Prepaid,
Net 30 Payment Terms, Taxes NOT Included, Quote Valid for 30 Days

*We offer to furnish the equipment and services specified herein at prices stated
and in accordance with the terms and conditions contained herein.*

ITEM I

DUCTLESS SPLIT SYSTEMS

Furnish Two (2) Mitsubishi Mr. Slim P-Series Cooling Only Split Systems complete as follows:

- 208 Volt / 1Ø / 60 Hz Voltage
- 4-way Ceiling recessed cassette style evaporators
- Outdoor air cooled condensing unit
- Standard wind baffle for 0°F operation
- Advanced low ambient wind baffle for -20°F operation
- 50' Insulated Refrigerant line-set (3/8" x 5/8")
- Condenser wall mounting bracket
- MHK1 Remote back-lit wireless zone controller

Items **NOT** Included:

- Heating
- Installation
- BAS interface
- Start up, Owner training or commissioning supervision
- Labor warranty

PRICING

TOTAL PRICE FOR ITEM(S): I.....\$10,793

Thank you for the opportunity to furnish our products and services on this project.

Respectfully,

Product Support Group
Windy City Representatives
Kyle Hartley

CUSTOMER APPROVAL - NOTICE TO PROCEED

Name: _____

Signature: _____

Date: _____

Windy City Representatives - Terms of Sale

1.0 ACCEPTANCE

1.1 If the provisions of this acknowledgement differ in any way from the terms and conditions of the Buyer's Purchase Order, this acknowledgement will be construed as a COUNTEROFFER AND WILL NOT BE EFFECTIVE AS AN ACCEPTANCE OF Buyer's terms and conditions which conflict herewith. The terms and conditions contained herein will be the complete and exclusive statement of the terms of the agreement of the parties. Buyer's acceptance of the goods sold hereunder will irrevocably evidence Buyer's agreement to the terms, conditions and provisions hereof.

2.0 DELIVERY

2.1 Windy City Representatives will use its reasonable best efforts to make shipments on the date or dates designated, but shipment dates are approximate and are based upon timely receipt of all necessary information. Unless otherwise stated, all shipments are made F.O.B. point of manufacture. All risk of loss or damage or delays of goods in transit are borne by the Buyer unless otherwise stipulated. All claims for breakage, damage or shortage must be made to the carrier within ten (10) days of receipt of the goods from the shipper. If specifically requested by the Buyer, shipments shall be made in the manner and by the carrier requested by Buyer, but where questions arise concerning suitability of carriers, the decision of Windy City Representatives will be final.

2.2 Without incurring any liability or waiving any claims for damages it may have against Buyer, Windy City Representatives may refuse to make, or delay making delivery in any of the following events:

- 2.2.1 Buyer fails to comply with any of the terms of any order or contract outstanding with Windy City Representatives.
- 2.2.2 Such a refusal of delay is caused by circumstances beyond the reasonable control of Windy City Representatives.
- 2.2.3 Buyer files a voluntary petition in bankruptcy or commences any action or proceedings seeking reorganization or is unable to pay its debts as they mature.
- 2.2.4 Buyer requested and Windy City Representatives consents, in writing, to changes or modifications in the equipment covered hereby.

3.0 WARRANTIES AND LIABILITIES

3.1 Windy City Representatives warrants that the equipment sold hereunder will be, in all material respects, free of defects in workmanship or materials will be the kind designated, and will perform in accordance with specifications when Windy City Representatives has agreed in writing to undertake full responsibility for the design. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF Windy City Representatives. Windy City Representatives NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF Windy City Representatives EQUIPMENT. IN NO EVENT SHALL Windy City Representatives BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE, DIRECTLY OR INDIRECTLY RESULTING FROM THE USE OF ITS EQUIPMENT, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITY OF ANY NATURE WHATSOEVER.

3.2 Equipment not manufactured by Windy City Representatives is subject only to the warranties of Windy City Representatives' vendors. Windy City Representatives hereby assigns to Buyer all rights in such vendor and disclaims any liability whatsoever in connection with such equipment. Windy City Representatives is not liable for non-performance due to, nor replacements of parts rendered defective by corrosion, erosion, improper operation, or installation, nor for failure of defective performance due to fouling. Repairs or alterations made by other than Windy City Representatives without Windy City Representatives' prior written consent shall void all warranties. Windy City Representatives is not liable for the cost or results of repairs or alterations made by others without Windy City Representatives' prior written consent.

3.3 Provided that Windy City Representatives is promptly advised, in writing, of such claim, permitted to control the defense and resolution thereof and that the Buyer cooperates, at the expense of the Buyer, in the defense thereof, Windy City Representatives agrees to help defend any charge of patent infringement by a third party against its customers by reason of use of the equipment manufactured and sold by Windy City Representatives; provided, however, that the liability and responsibilities of Windy City Representatives do not extend to situations where equipment manufactured and sold by Windy City Representatives is used with other apparatus or equipment for carrying out a process or provides a combination of elements which is deemed to infringe a method patent or a patent directed to combination of elements and owned by a third party.

3.4 Windy City Representatives warranties terminates one (1) year after the equipment is accepted or put in service or eighteen (18) months after shipment, whichever first occurs. If within such a period any such equipment shall be proved to be defective, such equipment or parts shall be repaired or replaced at Windy City Representatives' option. Windy City Representatives' obligation hereunder shall be limited to such repair or replacement F.O.B. its factory, or point of manufacture, with any labor for replacement of the parts to be for the account of others, and shall be conditioned upon Windy City Representatives' receiving written notice of any alleged defect with ten (10) days after its discovery and at Windy City Representatives' option, return of such equipment or parts prepaid to its factory.

3.5 The foregoing warranties and liabilities may not be altered except by an agreement signed by an officer of Windy City Representatives. ANY LIABILITY OF Windy City Representatives IS HEREBY EXPRESSLY LIMITED, IN THE AGGREGATE, TO THE PURCHASE PRICE OF THE PART IN QUESTION. The foregoing warranty shall not obligate Windy City Representatives to provide reimbursement for transportation, removal, installation, or any other expense which may be incurred in connection with repair or replacement of any equipment or parts sold by Windy City Representatives.

3.6 Buyer shall indemnify, defend and hold harmless Windy City Representatives from any and all loss, cost, damage or expense caused, directly or indirectly, by the negligent accounts or omissions of the Buyer, or its agents, in connection herewith.

3.7 If, due to circumstances beyond the reasonable control of Windy City Representatives and in order to meet a fixed delivery date, the cost for labor, parts or material shall be in excess of those assumed by Windy City Representatives, Buyer has the option of payment of the excess costs as shown or acceptance of delayed delivery.

3.8 If, in the judgment of Windy City Representatives, the financial condition of Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, Windy City Representatives may require full or partial payment in advance and, in the event of the bankruptcy or insolvency laws, Windy City Representatives shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

3.9 Until such time as Windy City Representatives has received payment in full for equipment or parts sold, Windy City Representatives shall have a security interest therein. The Buyer agrees to extend such reasonable cooperation as Windy City Representatives may require, including the execution of financing statement or other documents in order for said security interest to be perfected as against third parties. In the event of default by Buyer, Windy City Representatives shall have available all rights at law or equity to a secured seller, including the right to enter upon the premises where such equipment or parts shall be located for purpose of removing same or rendering of inoperative and all such rights shall be cumulative.

4.0 PAYMENT AND PRICE

4.1 Unless otherwise stated in writing, the following payment terms will apply: Sight draft/bill of lading unless open account terms are approved by Windy City Representatives Credit Department prior to shipment. No retainages are allowed unless agreed to in writing prior to shipment. An interest of 1.5% per month will be charged on past due accounts. A security agreement, granting Windy City Representatives, Inc. a mortgage interest in the equipment until fully paid for, along with other legal rights, may be required prior to shipment. In addition, Windy City Representatives may require copies of surety bonds applicable to the work.

4.2 Invoices for prepaid freight are due net ten (10) days.

4.3 All payments shall be made free of any offsets or counterclaims and in immediately available U.S. Dollars to Windy City Representatives. Export shipments shall be net cash in immediately available U.S. Funds or irrevocable letter of credit on U.S. Funds at U.S. Bank payable against invoices and shipping documents or certification that property is ready for shipment. Collection and brokerage charges are for Buyer's account. Unless otherwise stated as a condition of sale, Buyer shall secure broker and clear papers and shipment for export.

4.4 In the event deliveries are to be scheduled beyond six (6) months from the date of purchase order award, then any prices provided Buyer are subject to an automatic escalation adjustment at any time should Windy City Representatives experience any increases in its labor, overhead, material, supply or energy costs. Whatever Windy City Representatives determines there shall be price escalating adjustments, it will furnish to Buyer an invoice setting forth the amount of such price increases.

4.5 Buyer shall pay all taxes and duties levied or assessed on the property or the sale or the use thereof or due by reason of the work performed hereunder.

5.0 GENERAL

5.1 Windy City Representatives shall exercise reasonable care to prevent, but shall not be liable for unintentional loss, damage or destruction of any patterns, equipment, castings or materials or supplies which may have been furnished to Windy City Representatives. Buyer may not assign any of the rights of obligations hereunder without Windy City Representatives' prior written consent. Windy City Representatives may subcontract any part hereof.

5.2 All stenographic and clerical errors are subject to correction without liability. All claims for errors in shipment or invoice must be made within ten (10) days after receipt of material.

5.3 All claims for authorized repairs or alterations must be submitted to Windy City Representatives within ten (10) days after completion of the repairs or alterations.

5.4 Material may not be returned by Buyer, except with the written consent of Windy City Representatives first obtained. Material must be returned prepaid. Credit, if any, will be determined after inspection at Windy City Representatives plant.

5.5 Title passes and Windy City Representatives responsibility ceases upon delivery to transportation company, notwithstanding that freight may be allowed.

5.6 All specifications, drawings, designs, data, information, ideas, methods, patterns, and/or inventions made, conceived, developed, or acquired by Windy City Representatives, incident to procuring and/or carrying out this contract will vest in and inure to Windy City Representatives' sole benefit. Unless otherwise provided, drawings are not subject to approval. Purchaser agrees not to give, loan, exhibit, or sell to any other party or interest outside of its own company, any drawings, photograph, or specifications furnished by Windy City Representatives, to furnish similar equipment and parts therefore. Windy City Representatives will furnish drawings and instructions for installing and operating and information for ordering such parts as are subject to wear and may require replacement. Unless otherwise arranged, tracing, and reproducible drawings are not provided by Windy City Representatives. Windy City Representatives may take photographs of its installed equipment for records purposes but agrees not to use them for sales or advertising without consent of the Buyer.

5.7 Buyer shall procure at its expense all permits required to commence and complete work.

5.8 There are no representations or inducements not herein contained.

6.0 RENEGOTIATION

6.1 Windy City Representatives does not consider this proposal subject to any renegotiation act in effect at the time this order is received. If this is not correct, Buyer must notify Windy City Representatives immediately.

7.0 CANCELLATION

7.1 As a condition precedent to cancellation of all or any portion of this order the Buyer shall forfeit such sums as the Buyer has paid to Windy City Representatives with respect to the portion so cancelled, together with such profit thereon as Windy City Representatives may reasonable request and shall deliver to Windy City Representatives an instrument providing that the Buyer thereby agrees to defend, indemnify and hold harmless Windy City Representatives from and against any and all loss, cost, damage or expense arising out of, or based upon, said cancellation.

8.0 JURISDICTION

8.1 This agreement has been negotiated and executed in the State of Illinois and the rights and duties of the parties hereto shall be construed pursuant to the laws of the State of Illinois. Buyer hereby agrees that it will not bring suit or commence any action, whether in law or equity, against Windy City Representatives pursuant to an alleged breach hereof in any court other than those of Dupage County, Illinois, and Buyer expressly waives any and all rights Buyer might have to bring any such action in any other court. The parties hereby further expressly waive any objection which any such party might have in the jurisdiction of the courts of Dupage County, Illinois. It is expressly understood by the Buyer that any suit or legal action which it might take pertaining to this agreement must be commenced within one (1) year after the cause of action has occurred or such cause of action shall be deemed to be conclusively waived by the Buyer.

9.0 ENTIRE AGREEMENT

9.1 This agreement set forth the entire understanding of the parties, is a complete and exclusive statement of its terms, and may be amended or changed only in writing signed by the parties.

10.0 SAFETY COMPLIANCE

10.1 Except to the extent that may be provided in specifications hereto, Windy City Representatives shall not be responsible to Buyer concerning the compliance of equipment herein sold with any governmental, safety health laws or regulations. It shall be the responsibility solely of Buyer to determine the suitability of said equipment under such laws and regulations.

11.0 PERSONAL INJURY

11.1 Windy City Representatives hereby agrees to indemnify and hold Buyer harmless against all liability incurred by Buyer and arising out of death or injury to any person, resulting or claimed to have resulted from a defect in any product sold to Buyer by Windy City Representatives provided, (i) such loss or liability is not brought about, in whole or in part, by any negligence of Buyer, Buyer's agents or employees; (ii) such product alleged to be defective has not been altered, changed or modified in any way by Buyer or any person to whom it has been sold by Buyer; and (iii) Windy City Representatives is given prompt notice of such complaints, claims, or legal actions, Windy City Representatives is permitted to control the defense and resolution thereof and the Buyer cooperates, at the expense of the Buyer, in the defense thereof. In undertaking to defend any such complaints, claims or legal actions, Windy City Representatives reserves all its rights.