

GASVODA & ASSOCIATES, INC. An Employee Owned Company

Contracting an employees expect appropriate

PROPOSAL

TO: Village of Orland Park

DATE:

August 28, 2017

15655 S. Ravinia Ave.

Orland Park, IL 60462 PROJECT:

Danfoss Drive

ATTN: Ben Stabile

Phone #:

Email: <u>bstabile@orlandpark.org</u>

Fax #:

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

Oty Description

- VLT® AQUA DRIVE FC 200 to include:
 - 18.5 KW / 25 HP, 380 480 VAC, Three phase, IP20 / Chassis
 - No Mains Option, Graphical Loc. Cont. Panel, RFI Class A2 (C3), Not coated PCB, No A Option, No B Option, No D option, No C1 Option Standard Cable Entries, No adaptation, No brake chopper, FRAME SIZE; B3
 - Additional MCB 105 relay output card (3)
 - FC-202P18KT4E20H2XGCXXXSXXXXAXBPCXXXXDX MECHANICAL DRAWING: &CH_FC_MECHDWG& ELECTRICAL DRAWING: &CH_FC_ELECDWG&
- GAI to provide one technician to install and wire up the two drives as called out above. Installation will consist of modifying the existing control panel door to accommodate the new Danfoss Drive which is arger in depth than the existing Cutler Hammer.

Total investment including freight will be: \$10,388.00

Note:

- -The VLT does NOT have top entry for supply In/Motor out, so the wiring of power in/out might require some alternation.
- -GAI is not responsible for existing relays and contacts that are not being changed

Project:				Page 2 of 3
This proposal a Gasvoda & As	and the attached sociates, Inc.	d terms and conditions ca	nnot be modified in a	ny way except by expressed written approval of
TERMS: FREIGHT: START-UP: TAXES: SUBMITTAL DELIVERY: DURATION:		LL applicable taxes mus 1 to 2 weeks after 1 to 3 weeks his proposal is valid for 3	luded. Additional start t be added. receipt of order	repay and add to invoice t up, if required, will be billed at our standard rate. e reserve the right to review or withdraw.
GASVODA &	ASSOCIATES	S, INC.	ACCEPTED:	
				(Authorized signature)
BY:	E.J. E	Bukowskí	Title:	
E.J. Bukowski – Sales Engineer ejbukowski@gasvoda.com		Date:		
	1530 Hunti	ington Drive / Calumet	City, Illinois 60409 /	Tel. 708-891-4400 / Fax: 708-891-5786
Authorization properly executerms stated a manufacturing	ated where requested bove and on the prior to our reconstructions.	th placing the proposed aired. Such acknowledg he reverse side of this p ceiving your formal autho	ment will be consider roposal. No submitte prized return of this do	
Thank you for	the opportunity	y to provide our proposal.	Please do not hesitat	e to call with any further questions or requirements.
Please be sure result in shipm	to fill in the re- cent of the equi	quired "Ship To" inform pment to the Buyers addr	ation below and returness.	n it at the time of placing your order. Failure to do so will
BILL TO: _			SHIP TO:	
PURCHASE (ORDER NUME	BER:		
SPECIAL MA	RKINGS:			
TAXABLE: _				

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

- 1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
- 2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

I. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.

2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.

3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.

Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.

5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.

Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.

7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.

8. <u>Drawings, Illustrations and Manuals</u>

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.

9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.

Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.