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Prepared For:

Date: February 12, 2016

Proposal Number: R1-203465-1

Job Name:

Orland Park 121

****REVISED****

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	2	5 Ton R410A PKGD Unitary Gas/Electric	YSC060E3RHA--00000000000000000000 00000

Product Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop

Item: A1 Qty: 2

DX cooling, gas heat
Standard efficiency
Convertible configuration
5 Ton
Major design sequence
208-230/60/3
Microprocessor controls 3ph
High gas heat 3ph

Total Net Price (Excluding Sales Tax)\$ 5,709

ADD \$115 each if a manual outside air damper is needed

Per Dennis Wokurka, please add the cost for two (2) manual outside air dampers.	\$ 230.00
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Final Price for two (2) 5 Ton R410A PKGD Unitary Gas/Electric	\$ 5,939.00
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Does Not Include:

- Return &/or Supply Side Smoke Detectors
- Refrigerant Relief Valve
- C.O.C. Outside Air and Entering Air Duct Extension
- Outside air option such as a manual damper or economizer
- Thermostat and Sensor
- Trane Interface, BACnet or LonTalk Board
- Disconnect Switch
- Crankcase Heater
- Hinged Access Panels
- Extra Belts and/or replacement sheaves
- Bakelite Laminated Nameplate
- Through the base gas and electric utility option
- Power Exhaust
- CO2 Sensors
- Low or High Static Drive
- CompleteCoat Condenser Coil Coating
- GFI Convenience Outlet
- Coil Guards
- Special Filters
- Extra Filters beyond Initial Throwaway Set
- Myer's Hubs
- Adapter Curb/Curb
- Hold-down Clips/Straps
- Unit Start Up
- Labor Warranty

Please Note:

- The units listed above are constant volume.
- The units listed above do not meet the 2015 IECC requirements.

Sincerely,

Jill Elias - Trane U.S. Inc.
Jeff Chase – Trane Supply
815-719-2839
Jeff.chase@trane.com

This proposal is subject to your acceptance of the attached Trane terms and conditions.

Mechanical Specifications - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1****General**

The units shall be convertible airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation, and control sequence before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be cULus listed and labeled, classified in accordance for Central Cooling Air Conditioners.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing two fasteners while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil-faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/8 inch, foil-faced, closed-cell insulation. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and enhances water removal from unit top.

Filters

Throwaway filters shall be standard on all units. Optional 2-inch MERV 8 and MERV 13 filters shall also be available.

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors.

Dual compressors are outstanding for humidity control, light load cooling conditions and system back-up applications. Dual compressors are available on 7½-10 ton models and allow for efficient cooling utilizing 3-stages of compressor operation for all high efficiency models.

Notes:

Crankcase heaters are optional on YSC (036, 048, 060, 072, 090, 102, 120); standard on YHC (036, 048, 060, 072, 092, 102, 120).

Indoor Fan

The following units shall be equipped with a direct drive plenum fan design (T/YSC120E, T/YHC092,102, 120E). Plenum fan design shall include a backward-curved fan wheel along with an external rotor direct drive variable speed indoor motor. All plenum fan designs will have a variable speed adjustment potentiometer located in the control box. 3-5 ton units (standard efficiency 3-phase or high efficiency 3-phase with optional motor) are belt driven, FC centrifugal fans with adjustable motor sheaves. 3-5 ton units (1-phase or high efficiency 3-phase) have multispeed, direct drive motors. All 6-8½ ton units (standard efficiency) shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All 10 tons and 7½-8½ (high efficiency) have variable speed direct drive motors. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Evaporator and Condenser Coils

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. The microchannel type condenser coil is standard for the T/YSC 10 ton models and 7½ ton high efficiency models. The

microchannel type condenser coil is not offered on the 7½ ton dehumidification model. Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. All-aluminum construction improves re-cyclability. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig. The condenser coil shall have a patent pending 1+1+1 hybrid coil designed with slight gaps for ease of cleaning. A removable, reversible, double-sloped condensate drain pan with through the base condensate drain is standard.

Controls

Unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. A choice of microprocessor or electromechanical controls shall be available. Microprocessor controls provide for all 24V control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection. 24-volt electromechanical control circuit shall include control transformer and contactor

High Pressure Control

All units include High Pressure Cutout as standard.

Phase monitor

Phase monitor shall provide 100% protection for motors and compressors against problems caused by phase loss, phase imbalance, and phase reversal. Phase monitor is equipped with an LED that provides an ON or FAULT indicator. There are no field adjustments. The module will automatically reset from a fault condition.

Refrigerant Circuits

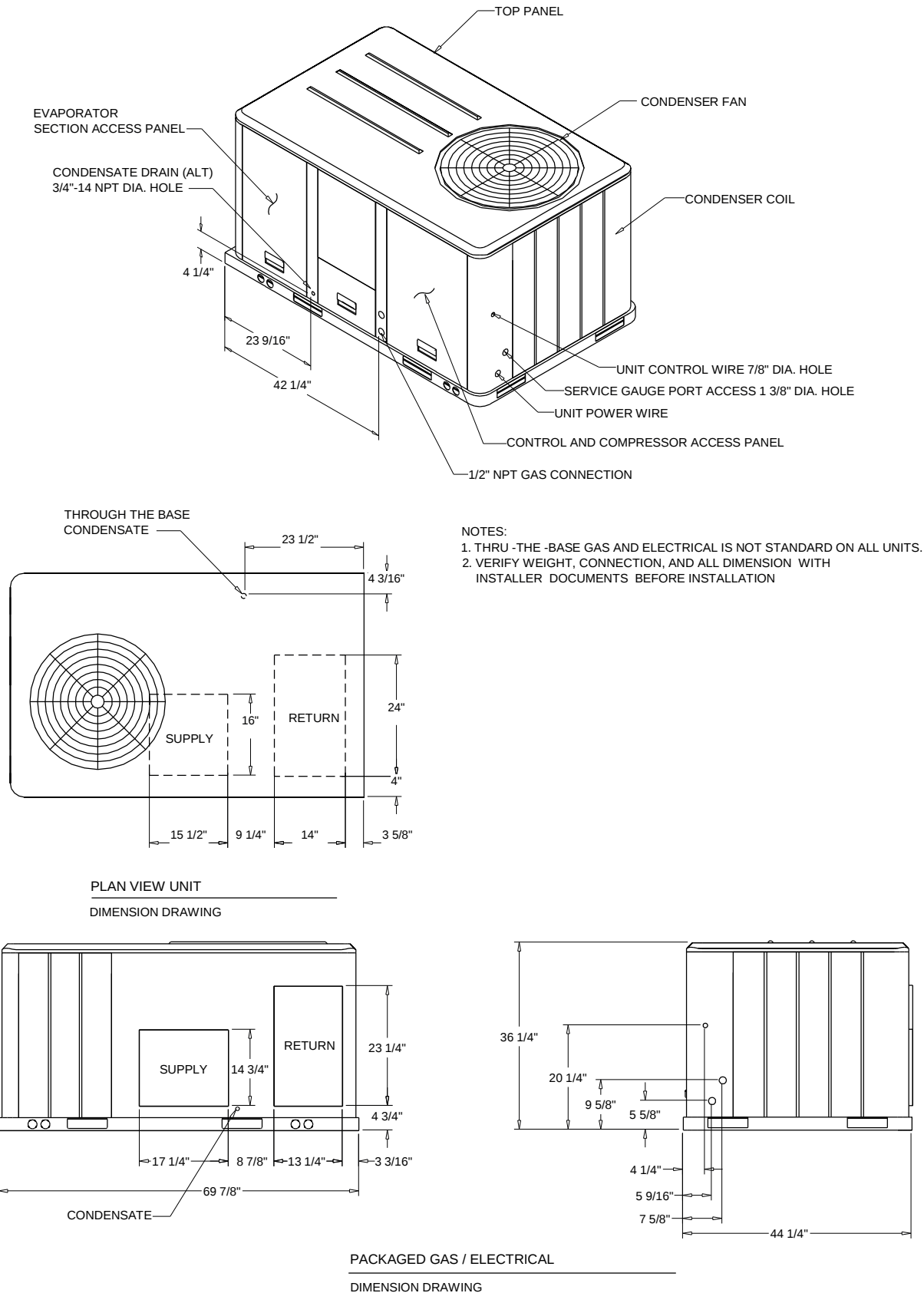
Each refrigerant circuit offer thermal expansion valve as standard. Service pressure ports, and refrigerant line filter driers are factory-installed as standard. An area shall be provided for replacement suction line driers.

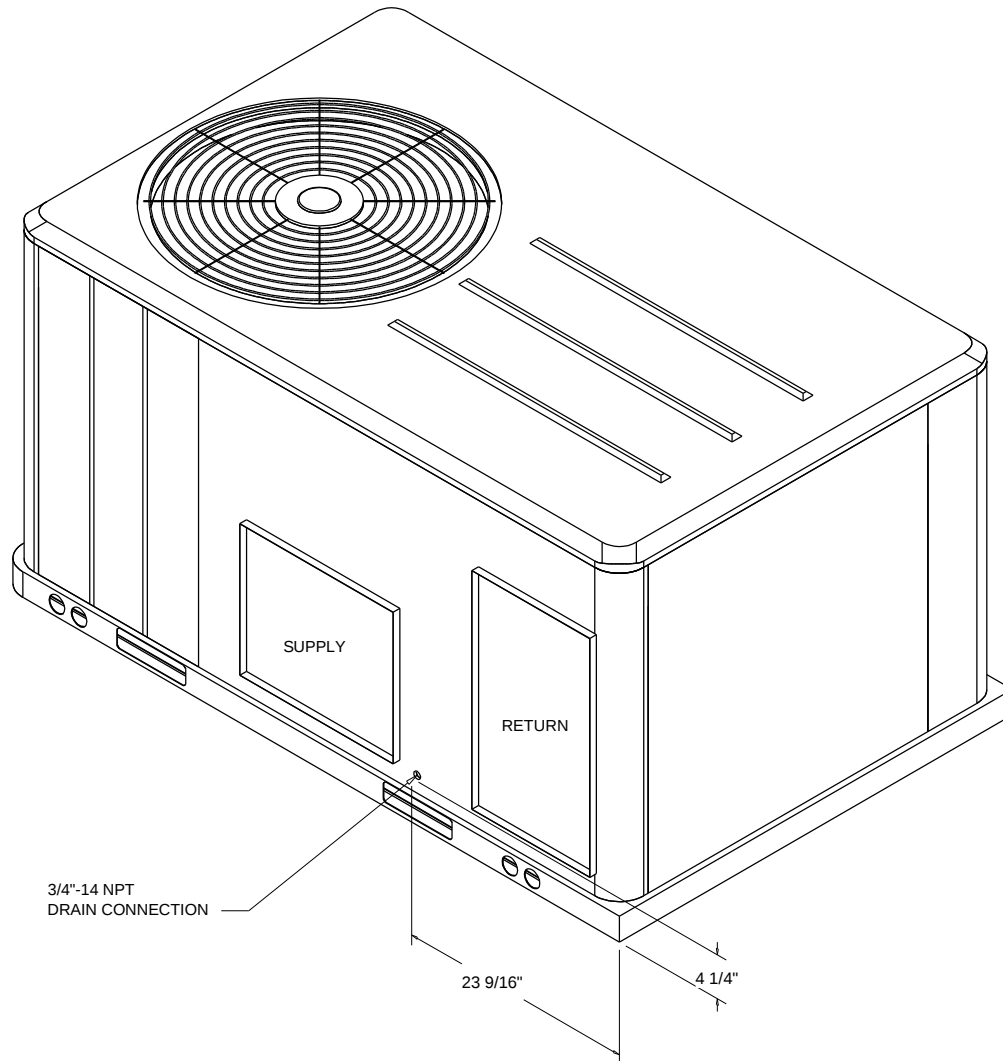
Gas Heating Section

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition. After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions (Gas/Electric Only).

Accessory - Economizer

This accessory shall be available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuator and fixed dry bulb control. The barometric relief shall provide a pressure operated damper that shall be gravity closing and shall prohibit entrance of outside air during the equipment off cycle. Optional solid state or differential enthalpy control shall be available for either factory or field installation. The economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Unit Dimensions - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**

Unit Dimensions - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**

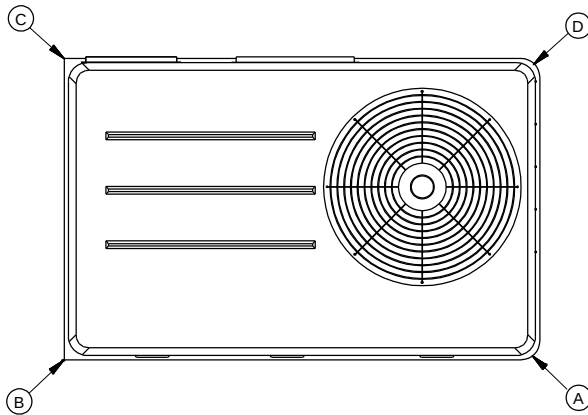
ISOMETRIC-PACKAGED COOLING

Unit Dimensions - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1****ELECTRICAL / GENERAL DATA**

GENERAL (2)(4)(6)			HEATING PERFORMANCE HEATING - GENERAL DATA Heating Model:High Heating Input (BTU):130,000 Heating Output (BTU):104,000 No. Burners:3 No. Stages:1 Gas Inlet Pressure Natural Gas (Min/Mix):4.5/14.0 LP (Min/Max)11.0/14.0 Gas Pipe Connection Size:1/2"		
Model:YSC060F Unit Operating Voltage:187-253 Unit Primary Voltage:208 Unit Secondary Voltage:230 Unit Hertz:60 Unit Phase:3 SEER Standard Motor MCA:27.4 MFS:40.0 MCB:40.0			Oversized Motor MCA: N/A MFS: N/A MCB: N/A Field Installed Oversized Motor		
INDOOR MOTOR Standard Motor Number:1 Horsepower:1.0 Motor Speed (RPM):-- Phase:3 Full Load Amps:5.0 Locked Rotor Amps:32.2 Oversized Motor Number:N/A Horsepower:N/A Motor Speed (RPM):N/A Phase:N/A Full Load Amps:N/A Locked Rotor Amps:N/A Field Installed Oversized Motor Number:N/A Horsepower:N/A Motor Speed (RPM):N/A Phase:N/A Full Load Amps:N/A Locked Rotor Amps:N/A					
COMPRESSOR Circuit 1/2 Number:1 Horsepower:4.3 Phase:3 Rated Load Amps:15.9 Locked Rotor Amps:110.0			OUTDOOR MOTOR Number:1 Horsepower:0.40 Motor Speed (RPM):1075 Phase:1 Full Load Amps:2.5 Locked Rotor Amps:6.6		
POWER EXHAUST ACCESSORY (3) (Field Installed Power Exhaust) Phase:N/A Horsepower:N/A Motor Speed (RPM):N/A Full Load Amps:N/A Locked Rotor Amps:N/A		FILTERS Type:Throwaway Furnished:Yes Number:2 Recommended:20"x30"x2"		REFRIGERANT (2) TypeR-410 Factory Charge Circuit #19.5 Circuit #2N/A	

NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.

Weight, Clearance & Rigging Diagram - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**

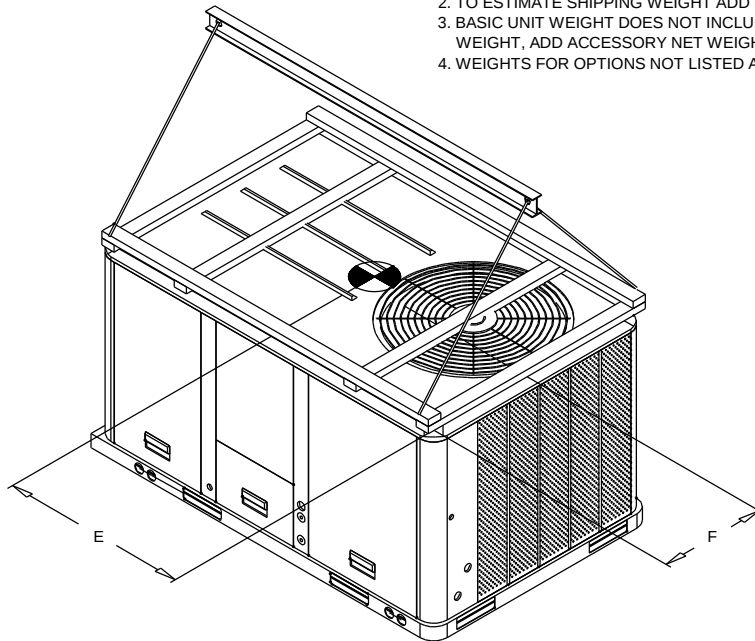
PACKAGED GAS / ELECTRICAL
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY					WEIGHTS		
ECONOMIZER					26.0 lb		
MOTORIZED OUTSIDE AIR DAMPER							
MANUAL OUTSIDE AIR DAMPER							
BAROMETRIC RELIEF					7.0 lb		
OVERSIZED MOTOR							
BELT DRIVE MOTOR							
POWER EXHAUST							
THROUGH THE BASE ELECTRICAL/GAS (FIOPS)							
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)							
UNIT MOUNTED DISCONNECT (FIOPS)							
POWERED CONVENIENCE OUTLET (FIOPS)							
HINGED DOORS (FIOPS)							
HAIL GUARD							
SMOKE DETECTOR, SUPPLY / RETURN							
NOVAR CONTROL							
STAINLESS STEEL HEAT EXCHANGER							
REHEAT							
ROOF CURB							
BASIC UNIT WEIGHTS		CORNER WEIGHTS			CENTER OF GRAVITIY		
SHIPPING	NET	(A)	190.0 lb	(C)	110.0 lb	(E) LENGHT	(F) WIDTH
688.0 lb	613.0 lb	(B)	158.0 lb	(D)	155.0 lb	31"	19"

NOTE:

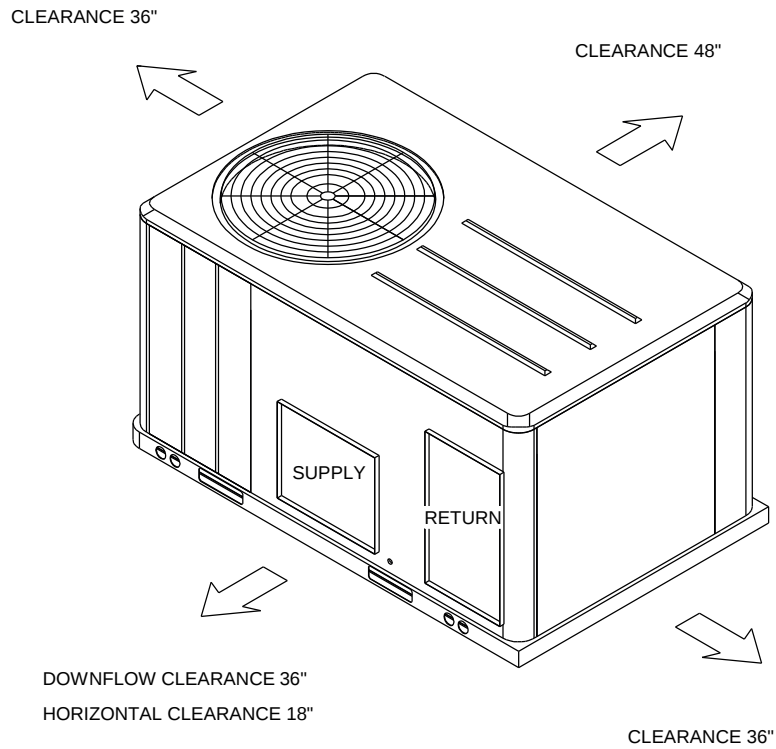
1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT.
4. WEIGHTS FOR OPTIONS NOT LISTED ARE <5 LBS.



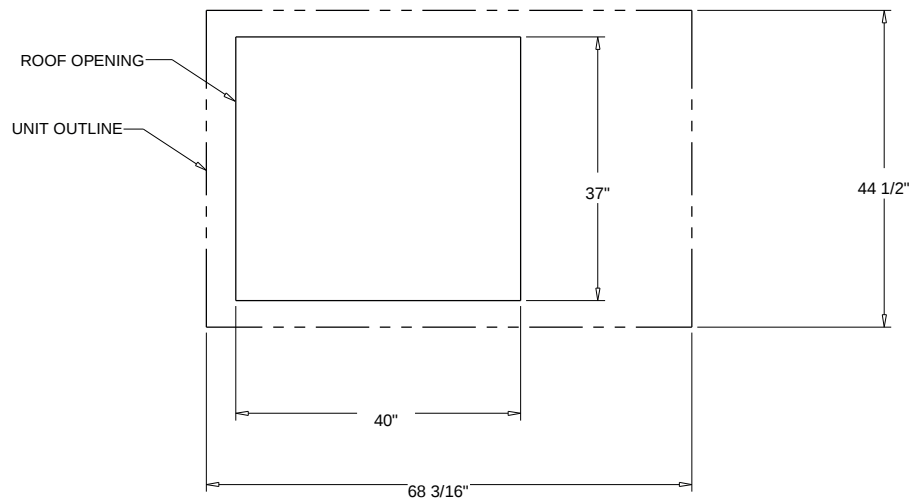
PACKAGED GAS / ELECTRICAL
RIGGING AND CENTER OF GRAVITY

Weight, Clearance & Rigging Diagram - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**

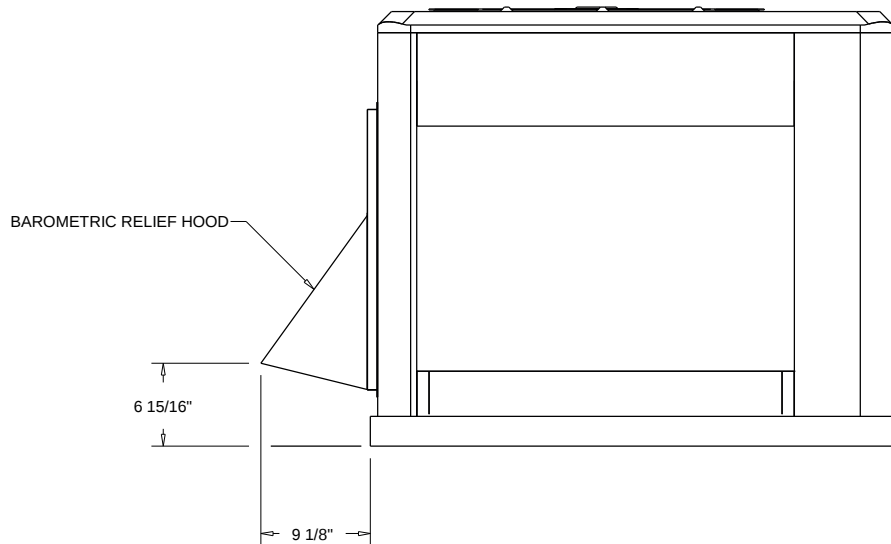
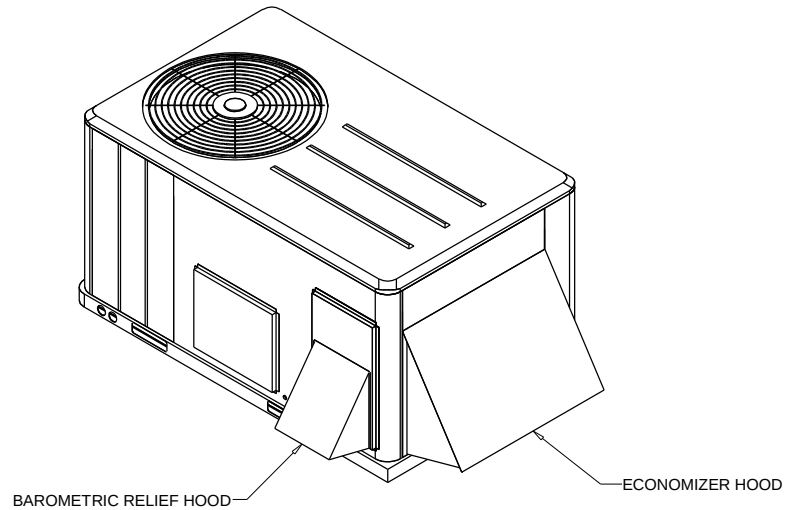
CLEARANCE FROM TOP OF UNIT 72"

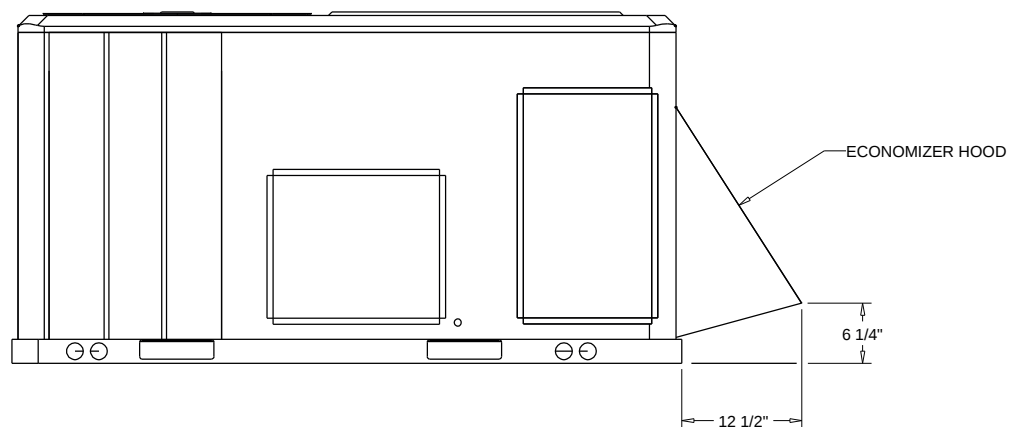
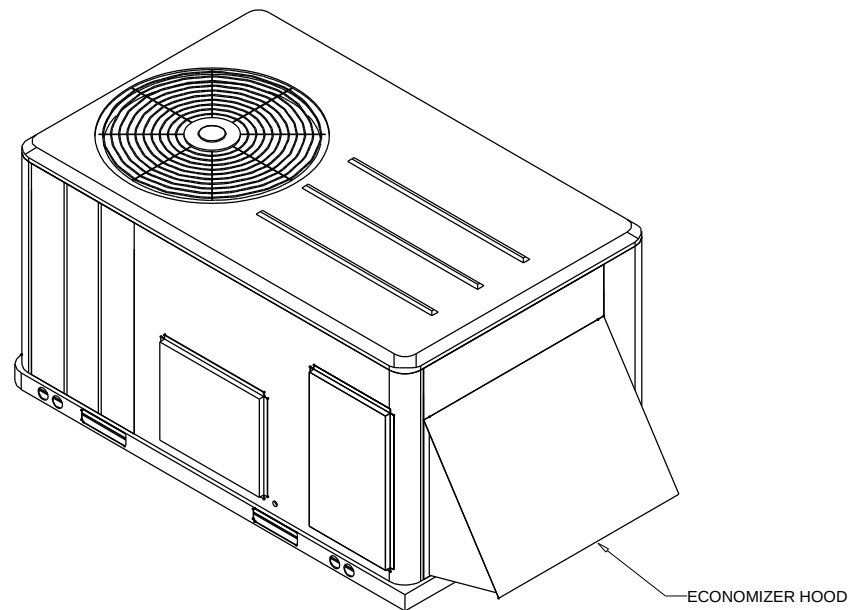


PACKAGED GAS / ELECTRIC
CLEARANCE



PACKAGED GAS / ELECTRIC
DOWNFLOW TYPICAL ROOF OPENING

Accessory - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**ACCESSORY - BAROMETRIC RELIEF DAMPER HOOD

Accessory - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop**Item: A1 Qty: 1**

ACCESSORY - ECONOMIZER HOOD

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

8. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their

relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

12. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

13. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

15. Invoicing and Payment. Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

16. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

17. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and

regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0614)
Supersedes 1-26.130-4(0214)