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303.975.2120 tel

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| --- | --- | --- | --- | --- | --- |
| **to:** | | Greg Hempleman | | December 19th, 2023 | |
| **company:** | | William Crossen | | **delivery terms:**  FOB Factory. Freight allowed to first destination. | |
| **from:** | | Bill Roan | | **payment terms:**  Net 30 days (with credit approval). Otherwise cash. | |
| **project:** | | Augustana Lutheran Church Chiller | | **order acceptance:**  Conditional on the terms and conditions attached.  If you do not have them, please request a copy. | |
| Per Specification Dated; December 2023  Number of Addendums Acknowledged: 0  ***Quote #:***  *155227-3* | | | | | |

We are pleased to quote the following equipment:

**Qty Description**

**1 *Daikin Applied*** Air Cooled Chiller Scroll Chiller [CH-1]

* R-32 Refrigerant
* Scroll Compressors (mounted on RIS isolator pads)
* MicroTech DDC Microprocessor Controls with BACnet Interface
* Shell-and-Tube Evaporator and Condenser (ASME Code Vessel)
* Single Point Power with Disconnect
* Phase Protection
* ¾” Insulation on Evaporator and Cold Surfaces
* Low Ambient Head Pressure Control
* Suction Shut-Off Valve
* Hail Guards
* Hail Guard Louvers on Condenser Coil
* Flow Switches on Evaporator and Condenser (shipped loose for field installation)
* Spring Vibration Isolators (shipped loose for field installation)
* Power: 208/v-3ph
* Manufacturer’s Standard 1-Year Unit Parts; 5-Year Compressor Parts
* Factory Authorized Startup
* Not Included: Hot Gas Bypass; External Vibration Isolation; Extended Unit or Compressor Warranty; Labor Warranty; Service/Maintenance

***Total Net Price: 108,818.00***

Please call with any questions.

Your building technology partner,

LONG Building Environments

***Bill Roan***

***(720.226.1634)***

**TERMS AND CONDITIONS OF SALE - EQUIPMENT & PARTS**

1. OFFER AND ACCEPTANCE: LONG Building Environments (LONG) is a manufacturer's agent representing the various suppliers quoted in this proposal. Acceptance of this proposal is deemed to be acceptance of the terms and conditions set forth by the various suppliers represented herein. All orders accepted by LONG and its suppliers are with the express condition that the purchaser agrees with the terms and conditions appearing in this proposal. LONG and its suppliers failure to object to the provisions contained in the Buyer's purchase order or other communications shall not be deemed a waiver of the terms and conditions hereof or acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon LONG and its suppliers unless made in writing and signed by an Officer of LONG and its suppliers
2. PRICE POLICY:  Quotations are subject to acceptance within fifteen (15) days from the date of quotation.  Prices on accepted orders are firm for a period of 30 days from date of order acceptance and are subject to future additional, documented, supplier price increases. Any price increases will be negotiated between LONG and customer prior to purchase order release for production.
3. TAXES: Taxes are not included in the prices quoted on this proposal. The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Buyer in the same manner and with the same effect as if originally added thereto.
4. INSTALLATION: This proposal does not include installation labor, supplies or rigging unless otherwise noted in the proposal.
5. PRODUCT CHANGES: In the interest of continuous product improvement, LONG and its suppliers reserve the right to change specifications and/or design without incurring obligation.
6. TERMS: Terms of payment are “Net 30 days” and are subject at all times to the approval of LONG and its suppliers' Credit Departments. LONG reserves the right to charge interest in the amount of one and one-half percent (1 ½%) per month on any outstanding balance.
7. DELIVERY: Supplier shipment dates are an approximation and shall not be binding on LONG or its suppliers unless specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. Factory with title passing to Buyer upon delivery to the carrier by LONG or its suppliers.
8. CLAIMS: The responsibility of LONG and their suppliers ceases upon delivery of goods in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to LONG within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and factory order numbers. As all goods are shipped at Buyer's risk, damage must be so noted on signed delivery receipt and any claims for damage or shortage in transit must be filed by Buyer against the transportation company.
9. CANCELLATION: LONG reserves the right to collect cancellation charges including, but not limited to all costs, expenses and reasonable overhead and profit.
10. DELAYS: LONG and its suppliers shall not be liable for any delays caused by riots, strikes, fires, floods, lack of transportation, accidents or due to disapproval of credit by LONG or its suppliers, or any other contingency beyond its control. In the event of disapproval of credit, LONG may, at its sole option, cancel Buyer’s Purchase Order without any liability on the part of LONG or its suppliers.
11. O&M DATA: LONG shall deliver operation and maintenance data after delivery of product, provided Buyer is current with its financial obligations to LONG.
12. RETURNED GOODS: Goods may not be returned except by permission of an authorized Officer of LONG and when so returned will be subject to a handling charge and transportation costs. Authorized return goods should be returned to suppliers as directed by LONG depending on point of origin. Return shipments should not be directed to LONG.
13. WARRANTY: LONG and its suppliers warrant to the original purchaser that the products manufactured or supplied by them are free of defects in material and workmanship if properly installed, maintained and used under normal conditions with competent supervision. The obligation of LONG and its suppliers is limited to, at their option, repairing or replacing, F.O.B. point of manufacture or main office of LONG, any part or parts under this warranty which shall thus prove defective within *one year after* shipment to the original purchaser (some suppliers may extend the warranty to one year after startup, or eighteen months after shipment, whichever occurs first). LONG and suppliers' examination shall disclose to their satisfaction the warranty status of parts claimed to be thus defective; warranty shall be valid provided such part or parts are returned to the supplier's manufacturing point or LONG main office with transportation charges prepaid and provided that LONG and its suppliers receive written notice of such defect within 15 days of the failure of the product and provided product has been paid in full. The term "original purchaser", as used in this warranty shall mean that person to whom the product was originally supplied.

This warranty shall not apply to, and neither LONG nor its suppliers shall be liable for, any part which has been damaged by or subjected to misuse, abuse, overload, misapplication neglect, accident, improper installation, modification, adjustment, alteration or repair.

This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use and of all other obligations or liabilities of LONG or its suppliers; LONG and its suppliers neither assume nor authorize any other person to give or assume for them any other warranty or liability in connection with these products.

1. LIMITATION OF LIABILITY: LONG and its suppliers shall not in any event be liable for loss, damage or expense directly or indirectly arising from the use of said products nor from any other cause, nor for penalties, nor for indirect, special, consequential, incidental or liquidated damages and neither LONG nor its suppliers shall incur any liability whatsoever until full payment for products has been received. In no event shall LONG’s liability for direct or compensatory damages exceed the payments received by LONG from Buyer under Purchase Order.