



QUOTATION No. 61813-2

December 20, 2023

Chiller Project

- ☒ **Main Office** • 1440 South Lipan Street • Denver, CO 80223-3411 • Phone: (303) 761-2291 • Fax: (303) 761-0325
☐ **CFM North** • 1609 Oakridge Drive, Suite 170 • Fort Collins, CO 80525-5538 • Phone: (970) 493-7293 • Fax: (970) 493-7297
☐ **CFM South** • 4260 Buckingham Drive #130 • Colorado Springs, CO 80907-3778 • Phone: (719) 528-1116 • Fax: (719) 528-6892
☐ **CFM West** • 575 South Westgate Drive Unit C • Grand Junction, CO 81505-6958 • Phone: (970) 243-4377 • Fax: (970) 243-0068

Project: Augustana Lutheran Church

Bid Date: December 20, 2023

Plans Dated: None

Addenda Acknowledged: None

Qty	Description
	SCREW CHILLER
1	YVAA0176 <ul style="list-style-type: none">● Provide Model YVAA0176AH Qty: 1● Refrigerant Type: R-513A● Power: 200-3-60.0 Application● Power Connection: SP Supply TB● Starter Type: Standard VSD● TEAO Fan Motors● Low Sound Fans With Variable Speed Control● 3/4 Inch Single Thickness Insulation of Evaporator● Microchannel Coils● Suction Service Valve● Compressor Parts only Warranty: 66 Month (2-5 Year) from date of Shipment.● Refrigerant Warranty: 18 Month (1 Year)● Entire Unit Parts Only Warranty: 18 Month (1 Year) (std) (Months are from date of shipment/Years are from date of start up, whichever expires first)● Entire Unit Labor Only Warranty: 18 Month (1 Year) (std) (Months are from date of shipment/Years are from date of start up, whichever expires first)● Control Transformer● Brine Application● Standard Factory Sound Kit (Level 0 Reduction)● Discharge Pressure Readout Kit ASME Pressure Vessel Codes● Flow Switches One Thermal Dispersion Switch● Low Ambient Kit Standard Factory Sound Kit (Level 0 Reduction)● Suction Service Valve

Total Net Price: \$181,900.00

(Continued on next page)

Unless otherwise noted, this quotation is offered as follows. Shipments are F.O.B. point of manufacture with freight allowed to first destination. Payments terms are Net 30 Days. Sales and use taxes are not included. Quotation is subject to acceptance within 30 days. Prices quoted are firm provided release to ship is made within 30 days from date of order, not to exceed 60 days from the date of this quotation. All quotations and sales are made in accordance with CFM COMPANY - STANDARD TERMS AND CONDITIONS OF SALE included on the last page of this quotation.



Qty	Description
	SCROLL CHILLER
1	YLAA0155 <ul style="list-style-type: none">● Provide Model YLAA0155SJ17XFB Qty: 1● Refrigerant Type: R454B● Brine Application● Power: 200-208/3/60 Application● Control Transformer● Power Connection: SP Circuit Breaker w/ Lockable Handle, 65kA SCWR● Starter Type: Across the line starter● TEAO Fan Motors● Low Sound Fans with VSD● Standard Insulation● Aluminum MCHX Coils● Both Low/High Ambient Kit● Louvered (Full Unit) Encl Panels (factory)● Hot Gas Bypass required - 1 circuit● Compressor Parts Only Warranty: 66 Month (2-5 Year) from date of Shipment or from date of Start Up, whichever comes first.● Refrigerant Warranty: 18 Month (1 Year)● Entire Unit Parts Only Warranty: 18 Month (1 Year) (Std) (Months are from date of shipment/Years are from date of start up, whichever expires first)● Entire Unit Labor Only Warranty: 18 Month (1 Year) (Std) (Months are from date of shipment/Years are from date of start up, whichever expires first)● Chiller Startup● SC-Equip Board● Electronic Expansion Valves● Extension Kit

Total Net Price: \$129,800.00

Notes: Pricing based on manufacturer's standard lead times.

Excludes: Installation, Rigging, Hauling, Cranes, Wiring, Hydronic Piping/Specialties, Controls Integration, Commissioning, All Other Items Not Listed As Included

Mike Schwenk

(Continued on next page)

CFM Company - Standard Terms and Conditions of Sale

TAXES - All Federal, State and Local taxes, use, or similar taxes will be for buyer's account.

PAYMENT TERMS - The net amount of invoices shall be due and payable in cash 30 days after invoice date. The material is subject to shipment in whole or in part at the option of the seller and each shipment is subject to immediate invoicing. If at any time, seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance, or other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries or to cancel the unfilled portion of any order and all unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages seller may be entitled to make. A service charge of 1 1/2% per month (18% per annum but not in excess of the lawful maximum) will be added on any past due accounts, and if the account is not paid when due buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney's fees.

SHIPMENT - SHIPMENTS ARE F.O.B. POINT OF MANUFACTURE WITH FREIGHT ALLOWED. All risk of loss, damage and other incidence of title and ownership shall pass to the buyer upon delivery to carrier at seller's shipping point and such delivery shall constitute delivery to purchaser. Shipping dates or time of arrival of shipment at destination will not be guaranteed by seller. Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its suppliers, manufacturers or contractors, which prevent or interfere with seller making shipments on an estimated date. In event of shipping delay, if the buyer and seller do not mutually agree to cancel the order for the item involved, the shipping date shall be automatically extended to the manufacturer's current estimate.

WARRANTY - Any warranties expressed or implied are limited to those provided by the manufacturer to the purchaser. Seller expressly warrants title, EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer's specifications to meet buyer's requirements, nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

CLAIMS - Any claims or exceptions by buyer for defective material must be made in writing within 30 days after buyer's receipt of materials, and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OF ERROR, OMISSIONS OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY. EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE ON ACCOUNT OF ANY IMPERFECTION, DEVIATION FROM SPECIFICATIONS OR OTHER DEFECT IMPAIRING THE QUALITY, VALUE OR SUITABILITY FOR ANY PURPOSE, OF ANY PRODUCT OR MATERIAL SOLD HEREUNDER, WHETHER CAUSED BY SELLER'S NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. BUYER ASSUMES ALL RISK OF LOSS, DAMAGE, OR DELAY INCIDENT TO THE FURNISHING OF ANY PRODUCT BY SELLER HEREUNDER, OR THE UTILIZATION THEREOF, EXCEPT TO THE EXTENT EXPRESSLY ABOVE PROVIDED. Seller shall have no responsibility to make any claim for loss, damage or injury to shipments caused by a carrier or others, after delivery to carrier at seller's shipping point. Any claim by buyer against seller for shortage or damage occurring prior to delivery to carrier must be made within 5 days after receipt of materials and accompanied by original transportation bill signed by carrier noting that carrier received material from shipper in the condition claimed.

GENERAL - All prices on seller's quotations are for acceptance within thirty days unless otherwise stated in writing. Neither seller's quotation prices nor invoice charges for materials include any field or service work, or operator training, unless so stated in writing. The right to correct typographical errors is reserved.

When seller's quotation prices or invoice charges for materials include standard shipping charges, it is understood the method of shipment will be at the seller's option, and buyer is responsible for furnishing labor and equipment for unloading within the time limit allowed by the carrier. Seller's quotations do not guarantee to include all materials required for a specific project, nor that the material quantities, sizes or specifications noted are correct. Buyer assumes all liability for type and quantity of materials ordered. Orders are not subject to cancellation, return or back charge, or change in specifications, shipping schedules or other conditions without the seller's written consent. When orders have been filled as specified, no items may be returned, nor will any credit be allowed, unless consent of seller has first been secured, and only standard stock items returned will, if accepted, be credited less the cost of handling and the freight costs involved. Materials not normally stocked by seller may not be returned for credit.

Except as otherwise provided, all quotations and sales shall be subject to seller's standard terms and conditions and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing. ORDERS designated to be invoiced directly by the manufacturer are subject to acceptance by such manufacturer and to such manufacturer's terms and conditions, and also to the terms and conditions of CFM Company. In the event of inconsistency or conflict between the terms and conditions of the manufacturer and CFM Company, the manufacturer's terms and conditions which are involved in such inconsistency or conflict shall take precedence.

Until all amounts owed by the purchaser to CFM Company pursuant to the terms and conditions and any other contract between CFM Company and the purchaser are collected and paid in full, CFM Company retains a security interest in the goods supplied and the purchaser grants to CFM Company a purchase money security interest under the Uniform Commercial Code in and lien upon such goods, as well as all attachments, additions, and accessions thereto, all as security for the payment of all such amounts and the performance by the purchaser of all its obligations to CFM Company. The purchaser acknowledges that this security interest continues in all proceeds of such goods, attachments, additions, and accessions, including cash, checks, notes, accounts receivable, proceeds of the unearned premiums on property insurance and other collections received by the purchaser. The purchaser further acknowledges that CFM Company's purchaser money security interest continues notwithstanding any attachment or affixing of the goods, attachments, additions or accessions to real estate.

In the event buyer's purchase order states terms additional to or different from these terms and conditions of sale, then seller's acknowledgment in accordance with the terms herein shall be deemed a notification of objection to such additional or different terms, or in the event such purchase order expressly limits acceptance to its terms the seller's acknowledgment shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions without modification, addition or alteration. Under those circumstances the failure of buyer to deliver notification of objection to these terms and conditions of sale within a reasonable time shall be deemed an acceptance thereof and a contract shall be formed only upon such terms and conditions of sale.

This agreement constitutes the sole and entire agreement between buyer and seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understandings, representations or agreements relative to this agreement, which are not fully expressed herein. The laws of the State of Colorado shall govern the validity, interpretation and enforcement hereof. All orders are received subject to approval and acceptance by an officer of CFM Company and seller reserves the right to reject any orders as well as the right to select its own customers.