

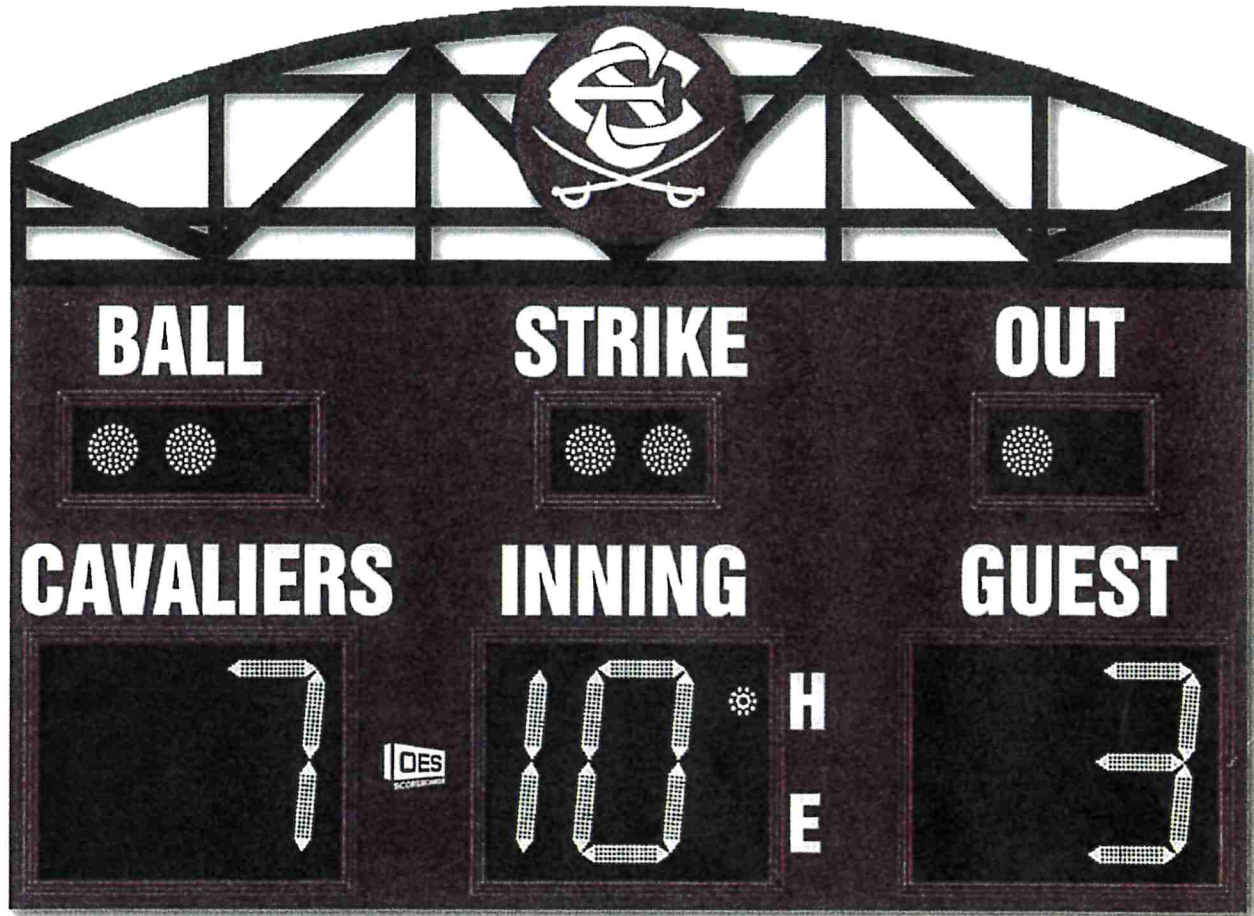
V.I.A.I

East Stroudsburg South HS

Representative:

Doug Resetar

dresetar@oes-inc.com



SCOREBOARD

Model:
M7109B

Dimensions:
9'W x 4'6"H

VIDEO DISPLAY

ACCENTS

Arched Truss:
9'W x 2'H

Logos:
22"H

HOME to CAVALIERS

COLOR NOTES

Truss:
Black

Enclosure and Logo Plate:
RAL4007

LEDs:
White

Vinyl:
White #101

CONCEPT APPROVAL:

Version: 1b

Date: May 2023

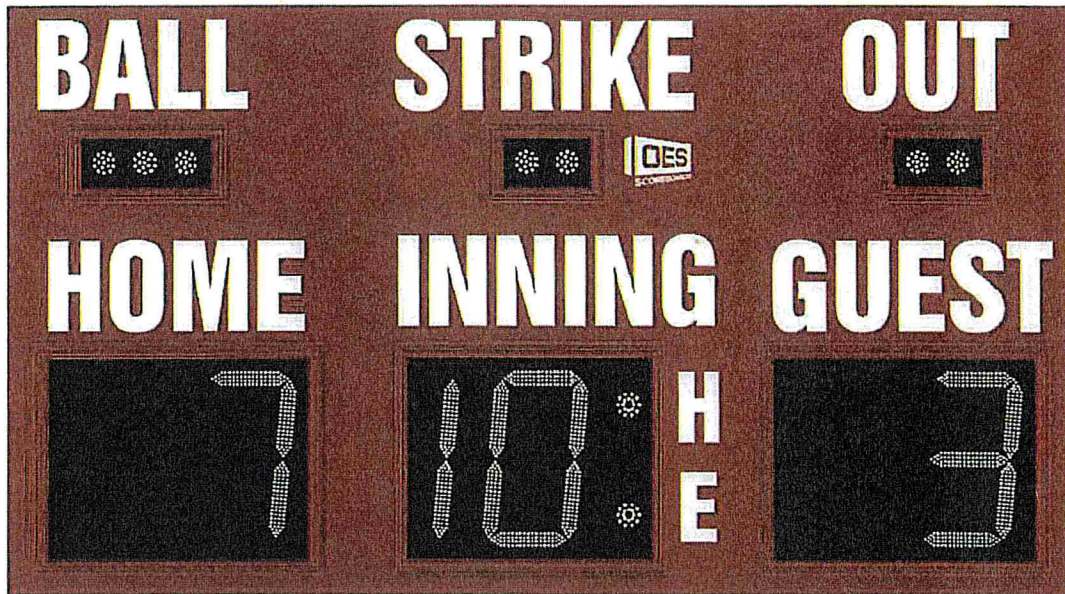
Signature:

40833-P



www.oes-scoreboards.com

DISCLAIMER: Concept images presented are for visualization purposes only and may not be an exact representation of the actual product. We do, however, strive to make it as accurate as possible.



- The M7109B outdoor scoreboard is designed for baseball and softball.
- Built with shatter proof panels and superior components.
- High intensity LED digits offer brilliant and superior viewing experience from almost any angle and distance.
- Scoreboard displays home and guest team scores, inning up to 19, ball-strike-out and hit/error indicators.

Popular Accessories and accents

LED video displays

Controllers

Pitch clocks

Pitch counters

Locker room clocks

Segment timers

Advertising panels

Trusses and arches

Safety screens

Electronic captions

Event production software

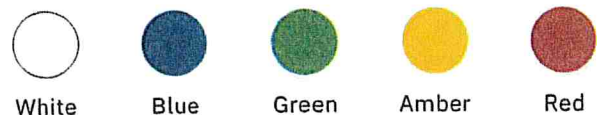
Specifications

Compatible sports	Baseball and Softball
Weight	257 lbs
Dimensions	W: 9', H: 4', D: 6"
Digit sizes	17" Inning, Home and Guest Scores, 2" dot - Ball, Strike, Out, Hit/Error
Team name options	Vinyl
Caption options	Vinyl
Construction	Aluminum enclosure with shatter resistant Lexan digit covers
Accent Options	Perimeter striping

Digit Colors

Our scoreboard digits are built with higher intensity LEDs and incorporate more LEDs per digit than other companies. The result is brilliant and superior viewing experience from almost any angle and distance. Choose from five standard digit colors including our renowned, ultra-bright white at no added cost.

Whether it's a scoreboard with one digit color or a mix and match of options, OES LED digits will set your scoreboard apart from the crowd.



Enclosure Colors

Our scoreboard enclosures are known for their color brightness, fade resistance and durability. Choose from a variety of popular enclosure colors to make your scoreboard stand out.

Don't see your ideal color choice? We'll use our custom color-matching process to determine the perfect color match.



Controllers – ISC-HHX



- ISC-HHX puts the game in the palm of your hand with this hand-held controller.
- The ISC-HHX is so user-friendly controller operators can change the scoreboard or videoboard display without taking their eyes off the game.
- Whether it's wired or wireless the HHX is easy, efficient and designed to link multiple scoreboards
- Add Bolt, OES' live event production suite, to really bring your videoboard and scoreboard to life.

Specifications

Compatible sports	Designed for use with all sports and multi-sport scoreboards
Connection options	900MHz Wireless, 2.4GHz Wireless
Display	LCD Display
Construction	Durable plastic

Popular Accessories and accents

LED video displays
Scoring Tables
Controllers
Shot clocks
See through shot clocks
Locker room clocks
Segment timers
Advertising panels
Trusses and arches
Safety screens
Strip lighting
Electronic captions
Event production software

Controllers

- Qty. 2 ISC-HHX24 Wireless Communicating Controllers
 - Durable Enclosure
 - LCD Graphic
 - Real Time Operation
 - Easy to Use Format
 - Pro Sports Standard Engineering
 - Lithium Battery Charger

Commissioning and Training

- OES Representative on site for commissioning and training

Warranty

- 5 year parts warranty

Additional extended warranty options are available.

Notes and Exclusions

- Primary Power to be provided by others.
- Estimated Freight Included
- Proposal excludes:
 - Sales taxes
 - Permits
 - Stamped Engineered Drawings
 - Installation



Standard Scoreboard Solution - \$15,075

Baseball Scoreboard

- Model M7109B Baseball Scoreboard
 - 9'W x 4'6"H x 6"D
 - Dark Purple Powder Coated Enclosure
 - Purple and White Ultra-Bright LED Digits
 - Shatter Resistant Lexan Covers
 - White Vinyl Lettering
 - Custom Home "CAVALIERS"
 - Outdoor Radio Kit

- Top Arched Truss
 - 9' x 2'
 - Arched Design
 - Powder Coated Purple
 - 22" Logo Plate
 - Custom Artwork Included

Softball Scoreboard

- Model M7109B Baseball Scoreboard
 - 9'W x 4'6"H x 6"D
 - Dark Purple Powder Coated Enclosure
 - Purple and White Ultra-Bright LED Digits
 - Shatter Resistant Lexan Covers
 - White Vinyl Lettering
 - Custom Home "CAVALIERS"
 - Outdoor Radio Kit

- Top Arched Truss
 - 9' x 2'
 - Arched Design
 - Powder Coated Purple
 - 22" Logo Plate
 - Custom Artwork Included



This proposal is valid for 30 days. All prices quoted are in US Funds. All applicable sales taxes are extra unless appropriate tax exempt documentation is provided. Federal ID Number is required before shipping to the USA.

Payment Terms:

- 50% down payment with purchase order
- 50% Payment due prior to goods shipping from OES facility
- Payment terms subject to credit review and approval by OES

Terms and Conditions: OES General Terms and Conditions apply, reference form GTC082020 attached.

Warranty: As per OES General Terms and Condition, reference form GTC082020, with the following exceptions:

- OES Manufactured Scoreboards, video products including scoring tables, and ISC Series Controllers – 5 years after shipment from factory
- OES Indoor Retrofit Digit Kits – 5 years after shipment from factory
- OES Outdoor Retrofit Digit Kits – 1 year after shipment from factory
- OES LED Display Extended Warranty as noted in the proposal

PLEASE NOTE:

Your order does not retain any performance obligation remaining from OES Inc., such as installation or other services and is specific to your Entity. Warehousing fees are applied on orders not picked up within 7 days of the original ship date. We regret we cannot issue refunds on any deposits made.

Scoreboard display products are UL, Entela, or QPS listed for use in Canada and USA. Please contact your sales representative for additional information.

Per OES Inc.: Doug Resetar
412-889-6566
dresetar@oes-inc.com

www.oes-scoreboards.com
OES Inc. is ISO 9001 Certified.

V.I.B.I

Kramer Sheds

256 Stadden Rd
Tannersville PA 18372
info@kramersheds.com
www.kramersheds.com

Estimate

Number: E276
Date: July 24, 2023

Bill To:

Chuck Dailey
East Stroudsburg School District

Ship To:

Chuck Dailey
East Stroudsburg School District

Replacement

Description	Quantity	Price	Tax	Amount
10x10 Reverse Lean To in T-111	1.00	3,711.00		3,711.00
Concession Window	1.00	200.00		200.00
countertop	1.00	150.00		150.00
Side Entry Door	1.00	0.00		0.00
Credit for Windows	2.00	(50.00)		(100.00)
Gable Vents	1.00	60.00		60.00
Delivery	1.00	0.00		0.00
Discount	1.00	(500.00)		(500.00)
Sub-Total				\$3,521.00
State Tax 0.00% on 0.00				0.00
Total				\$3,521.00

V.C.1

Kramer Sheds

256 Stadden Rd
Tannersville PA 18372
info@kramersheds.com
www.kramersheds.com

Bill To:

East Stroudsburg School District

Estimate

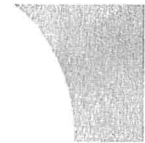
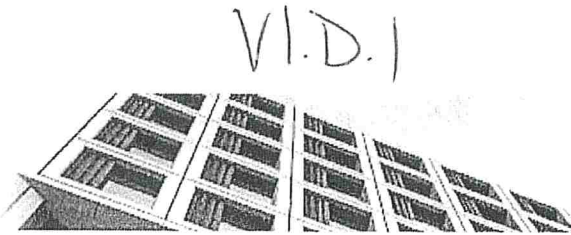
Number: E236

Date: April 04, 2023

Ship To:

East Stroudsburg School District

Description	Quantity	Price	Tax	Amount
24x20 A-Frame 2 Car in Vinyl	1.00	14,916.00		14,916.00
9x7 Garage Door	2.00	0.00		0.00
20ft ridge vent	1.00	200.00		200.00
Pressure Treat Floor	1.00	0.00		0.00
pressue treated 2x4's	1.00	0.00		0.00
36" Side entry Door	1.00	0.00		0.00
24x36 windows	4.00	0.00		0.00
Delivery	1.00	0.00		0.00
Discount	1.00	(500.00)		(500.00)
Sub-Total				\$14,616.00
State Tax 0.00% on 0.00				0.00
Total				\$14,616.00



Trane U.S. Inc.
1185 North Washington Street
Wilkes Barre, PA 18705
Phone: (570) 821-4960, Fax: (866) 483-5414

July 28, 2023

East Stroudsburg School Dist
50 VINE STREET
East Stroudsburg, PA 18301-1830

Site Address:
Lehman Intermediate and High School
North
279 Timberwolf Dr
Dingmans Ferry, PA 18328

PROJECT NAME: ESASD HSN R'newal 1 & 2 Proposal
PROPOSAL ID: 7121001
COSTARS CONTRACT NUMBER: 008-E22-847

TRANE R'NEWAL® SERVICE PROGRAM

The Series R R'newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your Series R unit(s) to original operating condition, reliability, and life expectancy. The R'newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units

The Series R R'newal program is backed with a Trane warranty covering the compressor(s). This unique warranty reflects Trane's confidence in our compressors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a Series R Compressor R'newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (570) 821-4960.

Sincerely,

Vincent DeAngelis
Keith Dougherty
Account Managers
Trane

PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
RTHB Series R(TM)	1	Trane	RTHB300FMF00EWP0M0 UNA2LF2LFV0QU0	U99G00244	Chiller 1
RTHB Series R(TM)	1	Trane	RTHB300FMF00EWP0M0 UNA2LF2LFV0QU0	U99G00245	Chiller 2

SCOPE OF SERVICES

SERIES R ROTARY SCREW CHILLER COMPRESSOR R'NEWAL® SERVICE

- Removal of machine from service
- Lock out and tagging of machine
- Perform Eddy Current Testing on Condenser Tubes Includes:
 - Vessel head removal and tube cleaning on condenser tubes (removal of non-piping head only)*
 - Mechanical brush condenser tubes
 - Reinstall Condenser head with new gaskets
 - Review results with customer of Eddy Current Analysis Report*
- Mobilization and setting up rigging for repair
- Recovery of refrigerant change and record amount
- Oil and refrigerant analysis
- Compressor starter inspection and evaluation*
- Unit disassembly and removal of the compressor assembly and Replaced with a Trane factory R'newal compressor
- Unit reassembly
 - Installation of renewed compressor assembly
 - Replacement of all refrigerant and oil gaskets and O-rings
 - Installation of a new oil charge and filter
 - Replacement of high pressure switch
 - Replace of high pressure relief valves
 - Reinstallation of affect compressor insulation
 - Repainting of affect areas as required
- Evacuation and recharging with recovered refrigerant
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- All necessary labor and rigging
- Factory parts and labor warranty on compressor – see Warranty section (below) for details
- Install new Trane AdaptiView Chiller Control Panel
 - Improves chiller control, reliability, and improves communications
 - Remove existing chiller control
 - Provide and install (1) Trane AdaptiView™ chiller control panel and sensors
 - Start-up and check for proper operation
 - Does not include any modifications to building automation systems
 - **Standard Warranty (AdaptiView Panel)**
 - Our warranty is **five (5) year** parts and labor on the new Trane AdaptiView Chiller Control Panel. Please refer to the attached Terms and Conditions.
 - **Exclusions (AdaptiView Panel)**
 - Trane open protocol hardware and its installation and or interface with building systems is proposed separately unless documented below
 - Unless previously installed. Conduits and wiring to facilitate the start/stop of the evaporator and condenser pump(s) is not included.

**Any observed deficiencies will be reported to the owner. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

SERIES R RUNNING COMPRESSOR R'NEWAL WARRANTY

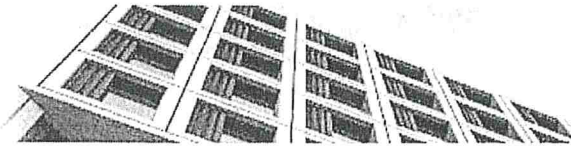
Series R R'newal includes a one-year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which R'newal has been completed will be covered by the Limited Factory Warranty for the term purchased:

- **7 Years Compressor Parts & Labor:** This offering requires the purchase of a Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, the Limited Factory Warranty on the compressors is void.

CLARIFICATIONS

- The existing chiller refrigerant will be re-used providing the analysis report indicates the refrigerant is suitable for reuse. New refrigerant, refrigerant cleaning, reclaiming, and additional refrigerant are not included. New and additional refrigerant, if required and will be brought to the owners attention and added only upon approval by the owner and will be invoiced separately from this proposal.
- The R'newal price assumes the original compressors will be returned to the Trane R'newal facility in good operating condition for core charge credit. Therefore, if returned compressor is discovered to have a failed helical rotor, housing, or compressor motor, an additional charge will be incurred.
- Unless specified, upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN_07132021.pdf \(trane.com\)](https://www.trane.com/na/~/media/Products/Chillers/Service%20Agreements/RNC-SVW001A-EN_07132021.pdf)



PRICING AND ACCEPTANCE

East Stroudsburg School Dist
50 VINE STREET
East Stroudsburg, PA 18301-1830

Site Address:
Lehman Intermediate and High School North
279 Timberwolf Dr
Dingmans Ferry, PA 18328

CHILLER 1 PRICE:.....	\$212,096.00
CHILLER 2 PRICE:.....	\$212,096.00
CHILLER 1 & 2 PRICE	\$389,955.00

CLARIFICATIONS

1. This proposal is written up under COSTARS Contract Number 008-E22-847.
2. This proposal is valid for (30) days.
3. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s), if applicable.
4. Any service not listed is not included.
5. Work will be performed during normal Trane business hours.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is valid 30 days from July 28, 2023

This proposal is written up under COSTARS Contract Number 008-E22-847.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Vincent DeAngelis & Keith Dougherty
_____ Printed Name	Proposal Date: July 28, 2023 Cell: (570) 332-1880 Office:
_____ Title	License Number: _____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. 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 services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. 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 the 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 counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. 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 or otherwise enforcing these terms and conditions.

8. 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 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 Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 the indemnifying party, and/or its respective employees or 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and

regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

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 or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If 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 ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

19. 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 or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. 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 premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States 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; and 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.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order 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). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. 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 Services are in connection with a U.S. government contract, Customer agrees and hereby 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. 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.

1-10.48 (0821)
Supersedes 1-10.48 (072)



Proposal

V.I.E.I

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
East Stroudsburg Area School District

Date: July 26, 2023
Opportunity Number: 7229688

Job Name:
ESASD High School North Campus & Lehman Intermediate
School Rooftop Equipment Replacement

OMNIA Contract: Racine # 3341
OMNIA Quote #: D4-543115-23-003

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Engineer: D'Huy Engineering
Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval. This proposal is based on drawings dated January 23, 2023, and specifications received. Addendum 1 was received and reviewed.

Tag Data – Air Handling Units

Item	Tag(s)	Qty
A1	AHU-4 – 18, MUA-1, 2	11

Product Data - Air Handling Units

Item: A1 Qty: 11 Tag(s): AHU-4 – 18, MUA-1, 2

- Factory Authorized Startup
- Double wall solid construction, standard base rail, galvanized steel interior and exterior.
- Access doors or removable panels to all sections as necessary
- Exhaust damper module with damper and exhaust air hood
- Direct Drive Plenum return fans wired to VFD
- Mixing section with Dampers
- MERV-8 Pleated filters
- Face and bypass damper.
- Hot water heating coil
- Chilled water cooling coil (AHU-** only)
- Stainless steel drain pan
- Direct Drive Plenum supply fan wired to VFD.
- Through the door disconnect

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service or Training
- ◆ Interlock or Power Wiring
- ◆ Firestats and Smoke Detectors
- ◆ Shut Off and Balancing Valves
- ◆ Vibration Isolators Other Than Those Listed, Seismic Ratings
- ◆ **Roof Curb or Mounting Platform**
- ◆ Outside Air Flow Station
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Rooftop Heat Exchangers

Item	Tag(s)	Qty
B1	HX-**	8

Product Data - Rooftop Heat Exchangers

- A. ETL Listing:
 - a. ANSI/U.L. 1995: Heating and Cooling Equipment
- B. Warranty:
 - A. 1 Year Parts Only Unit Warranty Is Provided Per Xetex' Standard Warranty Terms
- C. Recirc Dampers Included For Units Hx-9,10,11,12 Only
- D. Aluminum Fans To Be Provided
- E. Units Are Deisgned For Doas Application
- F. Units Include Merv 13 Filtration
- G. Units Have Aluminum Sensible Plate To Plate Heat Exchangers
- H. Freight To Job Site Included
- I. Unit Start-Up Included
- J. Full Controls Excluded – Controls To Be Provided In The Field
- K. Units Are Designed To Fit The Existing Curbs

Casing

- Units shall have a leakage rate not to exceed 1% of supply airflow at 8 in.w.c or a SMACNA leakage class rating of 5.0 (CL=5) (Class 3 negative pressure).
- Unit panel deflection shall be in accordance with AHRI Class 2 deflection of L/240 at in.w.g.
- Unit is designed for outdoor installation.
- Unit shall have a non thermal break construction with 3" double wall casing and mineral wool (R-value 4.0/in) insulation.
- Unit shall have a single sloped roof. The roof pitch shall be 1/2" slope per foot. The rain deflector shall overhang the roof panel
- External casing shall be 18ga galvaneal steel painted Xetex Gray (acrylic). Paint qualified per ASTM B117 to 1250 Hours.
- Internal casing shall be 22ga galvanized steel design.
- Unit manufactured in one section with no splits.
- Plumbing or electrical chase shall not be provided.

Flooring & Base Frame

- Unit Base Frame shall be constructed for minimal deflection using welded 5" C-Channel structural steel with welded lifting lugs.
- Base frame shall be covered with a welded 22ga galvanized sheet metal skin to ensure no water leakage through floor.
- Unit floor shall be thermally broken 16ga galvanized steel with 3" polyiso foam (R-value 6.0/in) insulation.
- In all accessible floor openings, fiberglass floor grates are provided over the entire opening.
- Drain pans shall comply with ASHRAE 62.1 built with sloped, double pitched, and constructed of 304 stainless steel that cover the standard area with 0.75" MPT drain connections.
- Unit base frame shall be painted Xetex Gray (acrylic).

Access Doors & Windows

- Access doors shall be provided with lockable door handles, stainless steel piano hinges, and no viewports. Door tiebacks shall also be included.
- Doors shall be accessible from all sides of the unit.
- Doors shall be a non thermal break construction with 3" double wall casing and mineral wool (R-value 4.0/in) insulation.
- Doors shall be mounted in extruded aluminum frame.

Unit Inlets & Outlets

- Outside air shall have a Hood w/bird screen.
- Exhaust air shall have a Hood w/bird screen.
- Supply air shall have a duct connection.
- Return air shall have a duct connection.

Energy Recovery Device

- Energy recovery provided is an AHRI Certified - aluminum crossflow plate heat exchanger with textured plate surfaces, aluminum framing, and silicone sealant.
- Energy recovery shall be installed with a face and bypass damper that is controlled by others.

Heating Components

- Hot water heating coil provided in the supply airstream with galvanized casing, copper tube with aluminum fins.
- Modulating valve provided and controlled by others.

Cooling Components

- Chilled water cooling coil provided in the supply airstream with galvanized casing, copper tube with aluminum fins construction.
- Modulating valve provided and controlled by others

Supply Air Fans

- Fan(s) shall consist of Single Fan with plenum type frame and a backward curved airfoil with a steel centrifugal impeller.
- The fan(s) shall utilize a direct drive, premium efficient, and ODP motor(s).
- Each blower base shall be constructed of galvanized steel and shall incorporate 1" spring isolators.
- Fans shall utilize a VFD without bypass with BACnet MSTP communications protocol.
- VFD shall be housed in a heated and fan cooled cabinet.

Exhaust Air Fans

- Fan(s) shall consist of Single Fan with plenum type frame and a backward curved airfoil with a steel centrifugal impeller.
- The fan(s) shall utilize a direct drive, premium efficient, and ODP motor(s).
- Each blower base shall be constructed of galvanized steel and shall incorporate 1" spring isolators.
- Fans shall utilize a VFD without bypass with BACnet MSTP communications protocol.
- VFD shall be housed in a heated and fan cooled cabinet.

Additional Fan and Motor Options

- Additional Option(s) that shall be included are a piezo flow ring(s) for supply and exhaust fan(s).

Outside Filter

- 2" MERV 13 filter shall be provided.
- Filters shall be mounted on a galvanized filter rack.

Return Filter

- 2" MERV 13 filter shall be provided.
- Filters shall be mounted on a galvanized filter rack.

Dampers

- All Dampers shall be AMCA Certified.
- Outside air damper shall be a standard galvanized damper provided by XeteX.
 - A 2 position actuator shall be provided by XeteX and installed by XeteX.
- Exhaust air damper shall be a standard galvanized damper provided by XeteX.
 - A 2 position actuator shall be provided by XeteX and installed by XeteX.
- HX Face/Bypass shall be a standard aluminum damper provided by XeteX.
 - A modulating actuator shall be provided by XeteX and installed by XeteX.

Electrical

- Unit shall be listed and certified to UL 1995 and all components shall be listed or recognized by a NRTL (ETL, UL, CSA, etc.) as a complete packaged unit.
- Control panel shall be mounted outside of unit footprint (mounted on outside of case or remote) in a NEMA 4 enclosure.
- Unit power shall be 480 V/3 PH /60 Hz with a non-fused, single point power connection.
- Additional electrical option(s) that shall be included are GFI (separate 120/1 line required), IP 65 rated unit LED lights (separate 120/1 line required).
- Unit shall be supplied with a short circuit current rating of 5 kAIC

Controls

- Controls by others. All DDC controls and sensors shall be provided and installed by others

Additional Requirements

- Unit(s) shall be shrink wrapped for transportation.

Additional Notes

- Unit testing provided shall be a standard factory run testing.
- Units HX 3,4,7,8 are NOT provided with recirculation dampers. Rest of units to have RC dampers
- Units HX 3,4,6,7,8 HW and CW coils to have efin protective coating
- Flate plate HX to have painted frame per specification
- Freezestat provided

Warranties

- Unit Standard XeteX Warranty; 1 Year Parts Warranty included. See XeteX Terms and Conditions of Sale.

SECTION I CLARIFICATIONS/EXCEPTIONS:

- SECTION 237313 - CENTRAL STATION AIR HANDLING UNITS
- 1. 1.3.A. SEE S.O.S. FOR FURTHER DETAILS REGARDING UNIT LEAKAGE AND DEFLECTION RATING
- 2. 1.5.C. NO FIELD TESTING OR REPORTS PROVIDED. TO BE BY OTHERS IN FIELD
- 3. 2.3.A.6. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT. INTERIOR NOT PROVIDED WITH INTERIOR COATING.
- 4. 2.3.A.7. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT. INTERIOR NOT PROVIDED WITH INTERIOR COATING.
- 5. 2.3.A.8. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT.
- 6. 2.3.A.13. MOISTURE ELIMINATOR NOT PROVIDED IN HOODS.
- 7. 2.2.B. XETEX NOT PROVIDING CONTROLS. XETEX WILL NOT PROVIDE FAN PERFORMANCE TESTING
- 8. 2.3.B.2.D. NO LINER MATERIALS PROVIDED IN THE INTERIOR OF THE UNIT
- 9. 2.3.C.1. UNIT PANELS AND FLOORS TO BE 3" THICK PER XETEX DESIGN
- 10. 2.3.D. EXTERNAL PIPING ENCLOSURE NOT PROVIDED, INTERNAL PIPING CHASE PROVIDED.
- 11. 2.5.A. FANS TO BE STATICALLY AND DYNAMICALLY BALANCED BY FAN MANUFACTURER, XETEX WILL NOT BALANCE FANS IN FACTORY.
- 12. 2.5.C. DIRECT DRIVE ALUM PLENUM FANS WITH VFDS PROVIDED. EC MOTORS NOT PROVIDED
- 13. 2.7.A. PREFILTER ON OA AND RA TO BE 2" MERV 13 PER SECTION 2.9.0
- 14. 2.7.B.3. PREFILTER ON OA AND RA TO BE 2" MERV 13 PER SECTION 2.9.0
- 15. 2.8.F.1. PREFILTER ON OA AND RA TO BE 2" MERV 13 PER SECTION 2.9.0
- 16. 2.11.B. XETEX NOT PROVIDING CONTROLS. XETEX WILL NOT PROVIDE FAN PERFORMANCE TESTING
- 17. 2.11.C. WATER COILS TO BE TESTED BY COIL MANUFACTURER. XETEX NOT TO TEST IN FACTORY
- 18. 3.1 EXAMINATION TO BE PROVIDED BY OTHERS IN FIELD
- 19. 3.2 INSTALLATION TO BE PROVIDED BY OTHERS IN FIELD
- 20. 3.3 CONNECTIONS TO BE PROVIDED BY OTHERS IN FIELD
- 21. 3.4 FIELD QUALITY CONTROL TO BE PROVIDED BY OTHERS IN FIELD
- 22. 3.5 START UP TO BE PROVIDED
- 23. 3.6 ADJUSTING TO BE PROVIDED BY OTHERS IN FIELD
- 24. 3.7 CLEANING TO BE PROVIDED BY OTHERS IN FIELD

GENERAL CLARIFICATIONS/EXCEPTIONS:

1. Check, Test & Start Is **Not** Included Unless Stated Above.
2. Anything Not Listed Above Is Not Included.
3. An Order Is Based On This Quotation Only. Orders Per Plans & Specifications Are Not Accepted.
4. Retainage Or Monies Held Back For Startup And Warranty Are Not Accepted.
5. Production Start Time Based On Received Written Release, Received Approved Submittal And Factory Credit Approval.
6. Multiple Purchase Orders May Be Required On This Project.
7. **All Warranties Commence At Unit Start Up Or 6 Months From Unit Shipment, Not Substantial Completion.**
8. Quotation Assumes All Units Are Released And Received By The Mechanical Contractor In A Single Shipment By December 15, 2023. If Storage Is Required; The Cost Of Storage Will Be Solely The Responsibility Of The Mechanical Contractor. Staggered/Staged Shipments Are Not Included In This Offering.
9. Quoted Prices Are Firm For 10 Days Only. After 10 Days From The Date Of This Quotation Prices Of The Equipment Will Increase And Will Increase The Cost Of Equipment To The Mechanical Contractor.
10. No Controls, Piping, Or Valves Included Unless Otherwise Stated

Tag Data – Automatic Temperature Controls

Item	Tag(s)	Qty
C1	---	1

Product Data - Automatic Temperature Controls

In full compliance with all codes and regulations of the authorities having jurisdiction, Trane shall provide all labor, equipment, hardware, software, programming, check-out, start up, to complete the scope of work listed below. This scope is based off of the following documents:

Bid Documents: Mech plans dated 1/20/2023

Exceptions & Clarifications

- Wiring in mechanical rooms is in conduit. Wiring in all other areas shall be in Plenum rated cable ONLY.
- Control of any equipment not listed below is NOT included.
- 1 year Parts and Labor Warranty provided on controls included in this scope. A remote connection to the automation system is required for warranty support
- 16 hours of owner training is provided.
- Smoke dampers and detectors are NOT provided.
- Valves, wells, and ATC Dampers are to be installed by others
- Demolition is NOT included
- Any provisions, installation, wiring, interface, and/or services associated with smoke, fire, and life safety system devices are NOT included.
- All work is to be performed during regular business hours.

Project: East Stroudsburg HS
Date: 11/18/2022
Address: Lehman Township, Pa

Scope of Work

- **Existing Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring
 - ❖ Web interface (by owner)
 - **Note:** Remote access, if required, is by the owner.
- **(8) Roof Top Heat Exchanger Units (HX units)**
 - **Trane shall install & wire the following Field items.**
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock
 - ❖ Wireless Space sensor installation
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Mixed air temperature sensor
 - ❖ Wheel OA entering temperature sensor
 - ❖ Filter DP
 - ❖ Leaving heating coil temperature sensor
 - ❖ Discharge air temperature Sensor installation
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Supply fan high static DP safety (inlet of fan)
 - ❖ Exhaust fan VFD status, speed & enable points
 - ❖ Outdoor & return Air damper actuators
 - ❖ Face/ Bypass damper actuator
 - ❖ HW & CHW water valve wiring (Install by others)

- ❖ Integration into the Trane Synchrony panel
- (5) Roof Tops (RTU-4, 5, 6, 17, 18)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock (Supply & Return)
 - ❖ Wireless Space sensor installation
 - ❖ Return Air CO2 sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Mixed air temperature sensor
 - ❖ Space humidity (RTU-4 & 18 only)
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan status and enable points
 - ❖ Exhaust fan status & enable points
 - ❖ Outdoor air, relief & return Air damper actuators
 - ❖ HW & CHW water valve wiring (Install by others)
 - ❖ Integration into the Trane Synchrony panel
- (4) Roof Tops (RTU-7, 8, 9, 10)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock (Supply & Return)
 - ❖ Wireless Space sensor installation
 - ❖ Mixed air temperature sensor
 - ❖ Return Air humidity sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Discharge static sensor
 - ❖ Space humidity (RTU-4 & 18 only)
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Exhaust fan VFD status, speed & enable points
 - ❖ Outdoor air, relief & return Air damper actuators
 - ❖ HW & CHW water valve wiring (Install by others)
 - ❖ Integration into the Trane Synchrony panel
- (2) Roof Tops (MUA-1,2)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detector interlock (Supply)
 - ❖ Wireless Space sensor installation
 - ❖ Heating coil leaving temperature sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Outdoor air inlet temperature
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Outdoor Air damper actuator with end switch
 - ❖ HW water valve wiring (Install by others)
 - ❖ Local Exhaust fan interlocks are existing
 - ❖ MUA-1 confirm interlock top hood ansul system for shutdown. Re-terminate at MUA starter
 - ❖ Integration into the Trane Synchrony panel

PRICING SECTION:

Total Net Price (Excluding Sales Tax) **\$ 2,530,135.00**

Anticipation Discount Program (ADP):

Trane has created an easy way to reduce your cost through the Anticipation Discount Program (ADP). ADP is a flexible program designed for all customers. Your discount depends on how much you pay, when you pay, the current discount rate and the date your equipment ships.

Total Potential ADP Discount for this project\$ 84,300.00*

**potential ADP discount calculated based on a 90% prepayment received by 9/10/23*

Your Trane representative will be happy to provide you with a formal ADP quotation so you can lock in your savings.

Sincerely,

Keith Dougherty
 Vince DeAngelis
 Trane U.S. Inc.
 1185 North Washington Street
 Wilkes Barre, PA 18705
 Office Phone: (570) 821-4960
 Fax: (866) 483-5414

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Keith Dougherty & Vince DeAngelis
_____	Proposal Date: July 28, 2023
Printed Name	Cell: (717) 503-4364
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

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

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

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 AND EQUIPMENT PRICES 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 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer 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 counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, 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. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **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.
4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. 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 taxes and assessments 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.
5. **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.
6. **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 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.
7. **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.
8. **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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. 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.
9. **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.
10. **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.
11. **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; (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).
12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, 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.
13. **CONTAMINANTS LIABILITY**
The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.
14. **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.
15. **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.

16. **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.

17. **Invoicing and Payment.** Unless otherwise agreed to in writing by Company, 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** 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 commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company 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, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **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.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/laborer do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the Installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 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. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company 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. 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.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. 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.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
15. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If 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.
17. **Customer's 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 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 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 Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).
18. **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 tangible 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.

19. 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 BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, 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.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an unstated basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts thereof) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following Insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence
Automobile Liability \$2,000,000 CSL
Workers Compensation Statutory Limits

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 its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. 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 or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. 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 Work site is 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 announced 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.

26. 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 60-250 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.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services 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). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work 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.

28. 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.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

- 1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded Inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

East Stropidsburg SD - Lehman IS & North HS

7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



Proposal

V.I.F.I

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
East Stroudsburg Area School District

Date: July 26, 2023
Opportunity Number: 7229694

Job Name:
ESASD Resica Elementary School HVAC Improvements

OMNIA Contract: Racine # 3341
OMNIA Quote #: D4-543115-23-002

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Engineer: D'Huy Engineering
Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval. This proposal is based on drawings dated January 23, 2023, and specifications received. Addendum 1 was received and reviewed.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CHL-1	1	20-130 Ton Air-Cooled	CGAM

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CHL-1

- Startup Included - Trane Service must start equipment for warranty to be honored
- 5 year parts and labor warranty
- 12/30 delayed startup warranty
- Air-Cooled Scroll Packaged Chiller
- 460/60/3
- High efficiency/performance
- Full Factory Refrigerant Charge (HFC-410A)
- Factory installed freeze protection
- Refrigerant Isolation valves (discharge valve)
- ASHRAE 90.1/CSA C743 - No Compliance
- AHRI certified
- Factory installed flow switch
- Ice Making with Interface
- Grooved pipe connection
- Factory insulation - 0.75"
- Performance based on propylene glycol
- Wide Ambient
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker-high fault rated control panel
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- Programmable relays
- High A short circuit rating
- Water strainer

Comprehensive acoustic package
 Architectural louvered panels
 Elastomeric isolators (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service Past 5th Year or Training
- ◆ Hauling, Rigging, and Setting of The Machine
- ◆ Tool Kits
- ◆ Convenience Outlets – Not Available with Scheduled Models
- ◆ Chilled Water Loop Pressure Relief Valves
- ◆ Chilled Water Piping Connections
- ◆ Controls, Valves And Accessories Other Than Those Listed In This Proposal
- ◆ Temperature Controls
- ◆ Integration with Any Current or Future Building Automation System
- ◆ Interlock or Power Wiring
- ◆ Vibration Isolators Other Than Those Listed
- ◆ 115 Volt Power Supplies For Evaporator Heat Tape (& Convenience Outlet)
- ◆ Refrigerant and Oil Charge
- ◆ Power Factor Correction Capacitors, If Required
- ◆ Mounting Platform
- ◆ Refrigerant Piping
- ◆ Spring Isolators
- ◆ Suction Accumulator Piping for Remote Evaporator
- ◆ Refrigeration Specialties Except As Listed Above
- ◆ Any Items or Accessories Not Listed Above

Tag Data - VUVE Unit Ventilator (UV) (Qty: 35)

Item	Tag(s)	Qty	Description	Model Number
B1	UV-**	35	VUVE Unit Ventilator	VUVE

Product Data - VUVE Unit Ventilator (UV)

All Units

Vertical unit ventilator
 115/60/1
 Face and bypass damper
 Return air front/fresh air back
 Hydronic reheat
 Hydronic cooling
 ECM
 Disconnect switch
 Discharge grille with wire mesh
 Outside air damper actuator
 Face and bypass damper actuator
 Wireless controller
 Unit mounted sensor
 Digital display
 Piping Package
 Auxilliary drain pan
 MERV 8 filter
 End covers (Field Installed)
 Falseback (Field Installed)
 Subbase (Field Installed)
 Control valves (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Vibration Isolators
- ◆ Shut Off and Balancing Valves

- ◆ Wall Boxes and Louvers
- ◆ Condensate Pumps
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data - Blower Coil (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	AHU-8	1	Blower Coil	BCVE

Product Data - Blower Coil

Item: C1 Qty: 1 Tag(s): AHU-8

- Vertical Configuration
- 460/60/3
- Matte face insulation
- PVC Drain pan
- Hydronic Heating Coil
- Hydronic Cooling Coil
- Pleated MERV 13
- Wireless controller
- Discharge Air Sensor
- Polymer drain pan
- Wireless Display Sensor (Field Installed)
- Control valves (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Vibration Isolators
- ◆ Seismic Ratings
- ◆ Shut Off and Balancing Valves
- ◆ Condensate Pumps
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 10)

Item	Tag(s)	Qty	Description	Model Number
D1	VAV-1 -10	10	Variable Air Volume Single Duct Terminal	VCWF

Product Data - Variable Air Volume Single Duct Terminal Units

All Units

- Single duct with hot water heat
- Foil faced insulation
- BACnet controller
- Wireless Communication Module
- Standard actuator
- Duct temperature sensor & hot water valve harness
- Standard Air Leakage
- Control transformer
- Disconnect switch
- Power Fuse
- Zone sensor (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Access Doors
- ◆ Interlock or Power Wiring
- ◆ Shut Off and Balancing Valves
- ◆ Flow Control Fittings

- ◆ Supply Diffusers and Return Grilles
- ◆ Sound Attenuators
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Air Handling Units

Item	Tag(s)	Qty	Description
E1	AHU- 1- 6	6	Air Handling Units

Product Data - Air Handling Units

Factory Authorized Startup
Double wall solid construction, standard base rail, galvanized Steel interior and exterior.
Fully insulated throughout with fiberglass insulation.
Access doors or removable panels to all sections as necessary.
Mixing section with dampers (actuators and control by others).
MERV-8 Pleated filters
Chilled water cooling coil
Hot water heating coil
Stainless drain pan with drain connection
Housed fan with VFD and unit mounted disconnect

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service or Training
- ◆ Interlock or Power Wiring
- ◆ Firestats and Smoke Detectors
- ◆ Shut Off and Balancing Valves
- ◆ Vibration Isolators Other Than Those Listed
- ◆ Roof Curb or Mounting Platform
- ◆ Outside Air Flow Station
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Automatic Temperature Controls

Item	Tag(s)	Qty
F1	---	1

Product Data - Automatic Temperature Controls

In full compliance with all codes and regulations of the authorities having jurisdiction, Trane shall provide all labor, equipment, hardware, software, programming, check-out, start up, to complete the scope of work listed below. This scope is based off of the following documents:

Bid Documents: Mech plans dated 1/23/2023

Exceptions & Clarifications

- Wiring in mechanical rooms is in conduit. Wiring in all other areas shall be in Plenum rated cable ONLY.
- Control of any equipment not listed below is NOT included.
- 1 year Parts and Labor Warranty provided on controls included in this scope. A remote connection to the automation system is required for warranty support
- 16 hours of owner training is provided.
- Smoke dampers and detectors are NOT provided.
- Valves, wells, and ATC Dampers are to be installed by others
- Demolition is NOT included
- Any provisions, installation, wiring, interface, and/or services associated with smoke, fire, and life safety system devices are NOT included.
- All work is to be performed during regular business hours.

Scope of Work

Area A Items

- **Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Tracer SC+, existing 120vac & enclosure. Room 124
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring (2 WCIs)
 - ❖ Web interface (by owner)
 - **Note:** Remote access, if required, is by the owner.

- **(1) Air Cooled Chiller (on Grade)**
 - **The following items are factory provided and installed by Trane.**
 - ❖ Integral BACnet interface
 - ❖ Integral flow switch
 - **Trane shall install & wire the following FIELD items.**
 - ❖ Wired communications (Currently on BCU)

- **(8) Single Duct Variable Air Volume Boxes (Power by EC)**
 - **The following items are factory provided and installed by Trane.**
 - ❖ BACnet VAV integral programmable controller
 - ❖ Integral actuator & DP
 - ❖ Wireless Network Communications
 - **Trane shall install & wire the following FIELD items.**
 - ❖ Wireless Space sensor installation
 - ❖ Discharge Air sensor
 - ❖ Connect Valve harness
 - ❖ Integration into the Trane Synchrony panel

- **(7) New UH/CUH Valve Provisions (installed by others)**
 - **Trane shall wire the following field items.**
 - ❖ (7) Valves for replacement & rewiring
 - ❖ (7) Confirm operation

- **(8) New Radiation Valve Provisions (installed by others)**
 - **Trane shall wire the following field items.**
 - ❖ (8) Thermostatic Valves for replacement

- **(4) New Pumps/VFDs (by others)**
 - **Trane shall wire the following FIELD items.**
 - ❖ (4) Re-terminate existing I/O wires as required for new pumps/VFDs
 - ❖ Confirm operation

Area B Items

- **Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Tracer SC+, existing 120vac & enclosure. Room 124
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring (2WCIs)
 - ❖ Cat5 cable between SC panels.

- (14) Unit Ventilators
 - Trane shall install & wire the following Factory items
 - ❖ BACnet Controller
 - ❖ End devices for control
 - ❖ Wireless communication interface
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless room sensor installation
- (1) New UH/CUH Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (15) Valves for replacement & rewiring
 - ❖ (15) Confirm operation
- (6) New Radiation Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (6) Thermostatic Valves for replacement
- (1) Air Handlers (AHU-6)
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless WCI installation
 - ❖ Wireless Space sensor installation
 - ❖ Local smoke detector supply/return shutdown wiring
 - ❖ Smoke detector status (BI)
 - ❖ Filter DP
 - ❖ Mixing temperature sensor
 - ❖ Discharge Temperature sensor
 - ❖ HW/CHW valve wiring
 - ❖ Supply Fan VFD Status (CT), enable, speed.
 - ❖ Mixing Damper actuator
 - ❖ Relief damper actuator
 - ❖ Integration into the Trane Synchrony panel

Area C Items

- (21) Unit Ventilators
 - Trane shall install & wire the following Factory items
 - ❖ BACnet Controller
 - ❖ End devices for control
 - ❖ Wireless communication interface
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless room sensor installation
- (10) New Radiation Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (6) Thermostatic Valves for replacement

Upper Floor Area

- (6) Air Handlers (AHU-1, 2, 3, 4, 5, 8)
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless WCI installation
 - ❖ Wireless Space sensor installation
 - ❖ Local smoke detector supply/return shutdown wiring
 - ❖ Smoke detector status (BI)
 - ❖ Filter DP
 - ❖ Mixing temperature sensor
 - ❖ Discharge Temperature sensor
 - ❖ HW/CHW valve wiring
 - ❖ Supply Fan VFD Status (CT), enable, speed.
 - ❖ Mixing Damper actuator

- ❖ Relief damper actuator
- ❖ Integration into the Trane Synchrony panel
- (2) Single Duct Variable Air Volume Boxes (Power by EC)
 - The following items are factory provided and installed by Trane.
 - ❖ BACnet VAV integral programmable controller
 - ❖ Integral actuator & DP
 - ❖ Wireless Network Communications
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless Space sensor installation
 - ❖ Discharge Air sensor
 - ❖ Connect Valve harness
 - ❖ Integration into the Trane Synchrony panel
- Existing Controller retrofits.
 - Trane shall install & wire the following FIELD items.
 - ❖ HW/CHW MP581 Panels
 - BACnet controller + expansion module to replace HW MP581 and transfer existing points (28)
 - BACnet controller to replace CHW MP581 and transfer power & existing points (19)
 - ❖ AHU-7 MP581 panel
 - BACnet controller + expansion module to replace HW MP581 and transfer power & existing points (27)
 - New Control Valve
 - Wireless WCI coordinator installation
 - ❖ (2) MP503 Replacements sections C & D
 - BACnet SY210 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (4) and power to new controller
 - ❖ (2) Fan Coil ZN521 Replacements
 - BACnet UC400 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (4) and power to new controller
 - ❖ (1) POD MP581 Replacement
 - BACnet UC400 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (25) and power to new controller

PRICING SECTION:

Total Net Price (Excluding Sales Tax) **\$ 1,546,750.00**

Anticipation Discount Program (ADP):

Trane has created an easy way to reduce your cost through the Anticipation Discount Program (ADP). ADP is a flexible program designed for all customers. Your discount depends on how much you pay, when you pay, the current discount rate and the date your equipment ships.

Total Potential ADP Discount for this project\$ 51,900.00*

*potential adp discount calculated based on a 90% prepayment received by 9/10/23

Your Trane representative will be happy to provide you with a formal ADP quotation so you can lock in your savings

Sincerely,

Keith Dougherty
Vince DeAngelis
Trane U.S. Inc.
 1185 North Washington Street
 Wilkes Barre, PA 18705
 Office Phone: (570) 821-4960
 Fax: (866) 483-5414

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Keith Dougherty & Vince DeAngelis
_____	Proposal Date: July 28, 2023
Printed Name	Cell: (717) 503-4364
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

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

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

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 AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. THE PRICES AND TERMS AND CONDITIONS SET FORTH IN THIS PROPOSAL SHALL APPLY TO THE EQUIPMENT AND SERVICES ORDERED BY CUSTOMER ("Customer") DELIVERED TO COMPANY WITHIN 15 DAYS FROM THE DATE OF THE PROPOSAL. PRICES IN THE PROPOSAL ARE SUBJECT TO CHANGE AT ANY TIME UPON NOTICE TO CUSTOMER. 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 COUNTEROFFER 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 COUNTEROFFER WILL BE DEEMED ACCEPTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, 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. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, a Connected Services, as defined in the Connected Services Terms.

3. **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.

4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. 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 taxes and assessments 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.

5. **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.

6. **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 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.

7. **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.

8. **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 (i.e. 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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. 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.

9. **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.

10. **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.

11. **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; (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).

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, 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.

13. **CONTAMINANTS LIABILITY**
The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. **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.

15. **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.

16. **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.

17. **Invoicing and Payment.** Unless otherwise agreed to in writing by Company, 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** 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 commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company 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, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **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.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's Invoices within net 30 days of Invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 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. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company 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. 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.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. 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.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations hereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
15. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If 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.

17. **Customer's 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 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 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 Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. **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 tangible 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.

19. **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 BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, 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.

20. **CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. **Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for shipped equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Customer performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. **Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

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 its right of subrogation.

24. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. **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 or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. 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 Work site is 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 hereof, 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.

26. **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.

27. **U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services 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). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work 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.

28. **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.

29. **Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.

Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.

Keep all inbound ports closed to any IP Addresses in the BAS.

Remove all forwarded inbound ports and IP Addresses to the BAS.

Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.

Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.

Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)

Supersedes 1-26.251-10(1221)

Previously Approved

VII.A.1



167 E. Moorestown Rd.
Wind Gap, PA 18064
610-746-4220

Estimate

For questions contact: Melissa T DeNault

Estimate Number: 5622

Customer:

E.S.S.D Athletics
50 Vine Street
East Stroudsburg, PA 18301

Ship To:

E.S.S.D Athletics
50 Vine Street
East Stroudsburg, PA 18301

denise-rogers@esasd.net

Estimate Date: Sep 06, 2022

Valid Till: Sep 29, 2022

PO #

Primary Phone: (570) 242-1398

Secondary Phone: (570) 424-8471
Ext. 20520

Shed Size:	14x20	Siding:	TBD - Paint	Window Trim:	Not Applicable - Wood
Shed Style:	A-Frame Garage	Roof:	TBD - Shingles	Windows:	No Windows
Siding Style:	SmartTec	Trim (Fascia):	TBD - Wood	Shutter Type:	No Shutters
Roof Type:	Shingles	Corner Trim:	TBD - Wood	Shutters:	No Shutters
Sheeting:	TechShield Roof	Door Trim:	TBD - Wood	Loading:	
Trim Type:	Mira-Tec	Doors:	TBD - Paint		

1	14x20 A-Frame Garage (Smart Tec)	\$8641.00	\$8641.00
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BASE PRICE INCLUDES:

- Two 30x36 Slider Windows with Trim
- 9x7 Solid Insulated Overhead Door
- 7' Wall Height
- 5/12 Pitch Roof
- Non Pre-hung Single Door with Sill Protector
- Tech-Shield Radiant Barrier Roof Sheathing
- 30 Year Architectural Shingles
- Pressure Treated 4x4 Runners
- Pressure Treated 2x4 Floor Joists 8" On Center
- DELIVERY WITHIN 30 MILES

2	Credit for Included Vertical Slider Windows	-\$215.00	-\$430.00
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TERMS OF ACCEPTANCE: The above price specifications and conditions are satisfactory and are hereby accepted. Payment terms are 50% down, with balance due at delivery. NOTE: All construction material dimensions are nominal. Shed floor widths are generally 4" less to meet transportation requirements. Floor lengths are exact.

Subtotal	\$8211.00
Sales Tax	\$0.00
Total	\$8211.00
Prepayments	\$0.00
Balance	\$8211.00

Accepted By _____

Date _____

VII.F.1

North HS Gym Floor 30-819-3072 Board Approved 4/20/2020			Lehman Gym Floor Board Approved 6/22/2020 20-518-3072			BES HVAC Upgrade Board Approved 12/20/2021 10-4600-450-990-10-211- 461-000-8744 ESSER III Grant YR1		
Date			Date			Date		
Vendor	2322	Miller Sports Construction	2322	Miller Sports Construction		3181		TRANE U.S. INC
Original Bid		\$ 328,400.00		\$ 225,910.00				\$ 2,949,659.00
	Alt Power Vent	\$ 10,800.00	Atl Power Vent	\$ 9,240.00				
Change Order	Chg Order	\$ 4,500.00	Disc.	\$ (7,210.00)				
Total of Project		\$ 343,700.00		\$ 227,940.00				\$ 2,949,659.00
Letter of Commitment								
Application 1	PD to Miller	\$ 318,400.00	Ins paid	\$ (74,450.00)		1/26/2022	\$	19,771.00
Application 2	Deductible	\$ (10,000.00)	Deductible	\$ (5,000.00)		4/26/2022	\$	88,490.00
Application 3		\$ -				4/26/2022	\$	58,993.00
Application 4	11/24/2020	\$ 10,000.00	9/18/2020	\$ 159,558.00		4/26/2022	\$	442,449.00
Application 5	1/12/2021	\$ 10,800.00	2/18/2021	\$ 68,382.00		5/17/2022	\$	442,449.00
Application 6	1/12/2021	\$ 4,500.00	5/31/2021	\$ 58,382.00		11/30/2022	\$	715,035.24
Application 7				\$ 11,068.00		2/27/2023	\$	264,800.00
Application 8								
Application 9								
Application 10								
Application 11								
Application 12								
Application 13								
Application 14								
Application 15								
Application 16								
Total Payments to Date		\$ 333,700.00		\$ 217,940.00				\$ 2,031,987.24
Left on Contract		\$ 10,000.00		\$ 10,000.00				\$ 917,671.76
Payment Completion Percentage		97%		96%				69%
								A/CH 32-4400-450-000-10 211-461-000-0000
D'Huy Engineering 1446								Paid through Cap.Resv.
						4/7/2022	\$	2,000.00
						6/30/2022	\$	2,950.00
						9/22/2022	\$	990.02
						10/24/2022	\$	3,434.98
						6/26/2023	\$	666.70
		\$ -		\$ -				\$ 10,041.70

Date	EHN Natatorium Roof Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-463-000-8744 ESSER III Grant YR1 ESSERS PO#23001261 \$729,500.00 CR \$154,900.00	Date	EHN Natatorium HVAC Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-465-000-8744 ESSER III Grant YR1	Date	SME Roof Project 2023 Proposal #5050562 Subcontractor: David Maines & Assoc. Board Approved 5/20/2022 32-4600-450-000-10-216-000-000-3060 PO# 23000294
	Munn Roofing Split between ESSER / CR		ASL Mechanical \$277,290.00 Including Altermate#1 Replacement HX-5 \$183,700	3184	Tremco Commercial Sealants & Waterproof \$1,862,357.67
	\$ 884,400.00		\$ 460,990.00		\$ 1,862,357.67
	\$ 884,400.00		\$ 460,990.00		\$ 1,862,357.67
	\$ 105,986.70	6/14/2022	8,550.00	4/17/2023	\$ 24,944.06
	\$ 216,900.00	6/21/2022	\$ 5,580.00		
		6/30/2022	\$ 58,500.00		
		12/20/2022	\$ 106,200.00		
	\$ 322,886.70		\$ 178,830.00		\$ 24,944.06
	\$ 561,513.30		\$ 282,160.00		\$ 1,837,413.61
	37%		39%		1%
	A/CH 32-4400-450-000-30-819-463-000-0000 Paid through Cap.Resv.		A/CH 32-4400-450-000-30-819-461-000-0000 Paid through Cap.Resv.		
1/12/2022	\$ 15,319.50	1/19/2022	\$ 5,250.00		
1/19/2022	\$ 5,106.50	2/14/2022	\$ 14,107.80		
2/14/2022	16718.8	3/10/2022	\$ 1,111.82		
3/10/2022	\$ 3,095.40	4/21/2022	\$ 501.33		
4/21/2022	\$ 3,095.40	5/17/2022	\$ 3,226.30		
5/17/2022	\$ 6,190.80	6/8/2022	\$ 833.51		
6/8/2022	\$ 1,575.19	6/30/2022	\$ 2,747.39		
6/30/2022	\$ 1,328.42	9/22/2022	\$ 1,070.01		
6/30/2022	\$ 1,192.47				
10/24/2022	\$ 2,309.23				
11/8/2022	\$ 720.05				
2/21/2023	\$ 1,102.21				
4/4/2023	\$ 451.93				
6/26/2023	\$ 631.46				
	\$ 58,837.36		\$ 28,848.16		\$ -

Date	RES Elem HVAC ESSER III 10-4600-450-990-10-215- 461-000-8744 \$300,000.00 ESSER ONLY Remaining out of Capital Reserve	Date	EHN HVAC ESSER III 10-4600-450-990-30-819- 461-000-8744 \$3,078,020.00 ESSER ONLY ??? Remaining out of Capital Reserve	Date	EHS Flooring Replacment Board Approved 3/20/2023 32-4600-450-000-30-820- 000-000-3080
				6554	Cope Commercial Flooring
	\$ -		\$ -		\$ 1,224,395.00
	\$ -		\$ -		\$ 1,224,395.00
	\$ -		\$ -	5/31/2023	\$ 433,595.70
				6/26/2023	\$ 283,535.10
	\$ -		\$ -		\$ 717,130.80
	\$ -		\$ -		\$ 507,264.20
	#DIV/0!		#DIV/0!		59%
				11/14/2022	\$ 6,828.00
				12/31/2022	\$ 241.15
				12/31/2022	\$ 2,115.75
				2/27/2023	\$ 9,018.10
				4/4/2023	\$ 6,825.00
				4/21/2023	\$ 1,515.15
				6/26/2023	\$ 2,793.87
				6/26/2023	\$ 8,381.62
	\$ -		\$ -		

