



R.J. MURRAY CO, INC.

7 Northway Lane
Latham NY 12110

Phone: 518-690-4455
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EQUIPMENT QUOTATION

Attention: ESTIMATING	Date: 08/05/2018
Fax Number:	Quote Number: CK18-496
Account: INT010	Estimated By:
Customer: INTERESTED BIDDERS	Job Name: Burlington PD
Address:	Job Location: , NY
Engineer: (No Contact)	Quote Expires: 09/04/2018
Ship Via:	Quoted By: Charles Kabrehl

We propose to furnish the equipment listed below at the prices stated and are in accordance with the terms, prices, and conditions which are stated below and are a part of this quotation.

Mark For	Qty	Model Number	Description	Unit Sell	Extended Sell
RTU1	1	48LCS017G2A5-1S0C0	High Eff Low Gas Heat Stainless Steel HE Single Pkg Rooftop 15 Tons Cooling 208/230-3-60 <ul style="list-style-type: none"> ◆ Low Heat with Stainless Steel HX ◆ Three stage cooling capacity control with TXV ◆ SupplyAir Smoke Detector and CO2 Sensor ◆ Medium Static Option - Vertical Models with VFD controller ◆ Al/Cu - Al/Cu ◆ RTU Open Multi Protocol Controller ◆ Enth. Ultra Low Leak EconoMi\$er w/ PE (cent) - Vertical Air Only ◆ Non-Fused Disconnect 	\$15,400	\$15,400
RTU1	1	ADAPTER CURB	budget	\$1,205	\$1,205
RTU1	1	48LC14-26-SL	Complete Unit 1st Year Carrier CCS warranty Labor (add to startup)	\$ 543	\$ 543
RTU1	1	48LC14-26-ST1	Start-up, by Factory technicians	\$ 395	\$ 395
Subtotal:					\$17,543.00

Total Net Sell Price excluding sales tax: \$17,543.00

Unit is quoted with BACnet interface card
less any space sensor or ems interface connections
vfd is non adjustable 2 speed. For a keypad to adjust vfd programming add \$200.00
adapter curb is a budget price and is subject to verification of existing unit
see submittal for performance and efficiency

Unless otherwise indicated, among the items not included are disconnects, ahu starters, vfd's, temperature controls, ems interface, refrigerant detectors, refrigerant, refrigeration accessories, smoke or fire detectors, seismic certification, factory or field testing, Buy America compliance startup, warranty labor, field wiring, field labor of any kind
Listed accessories will be shipped loose for installation by purchaser

The receiver is responsible to insure that the correct product and number of pieces is being delivered prior to unloading. The customer/ receiver should also be verifying the serial numbers of the products they are removing from the trailer. All of the key information is provided on the packing slip.

DO NOT RIG ANY ADAPTER CURBS OR UNITS WITHOUT VERIFYING DIMENSIONS AND VOLTAGE FIRST

NOTES:

1. Above price is firm and will remain in effect for 30 days.

2. No taxes, permits, start-up, and or service included in above proposal.
3. All orders subject to credit acceptance by R.J. Murray Co. Management, and R.J. Murray Co. standard terms and conditions.
4. Equipment is manufactured under strict Carrier Air Conditioning standard and the National Electrical Code.
5. Compliance to local codes neither guaranteed nor implied.
6. Unless otherwise specified by Seller, all shipments shall be F.O.B. shipping point. Buyer is responsible for any additional costs due to delivery delays at destination, re-consignment, or change of address.
7. This proposal may be based on faxed or verbal information it is the buyers responsibility to verify the bill of material before ordering.

TERMS AND CONDITIONS OF SALE

TERMS: Buyer agrees to pay for the products according to the Seller's payment terms. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. Buyer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate. Credit cards may not be used for payment of an existing open account balance. All credit card transactions must be disclosed and transacted at time of order. We reserve the right to charge a 2.5% processing fee for credit card transactions.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the State of New York. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than **ONE (1) YEAR** after the date of invoice.

DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

LEAD TIMES: 15 days plus delivery time (approximately 3 weeks) for special order residential and commercial equipment from the time we receive your purchase order. This includes large quantity orders (i.e.-projects) of normally stocked units. Note factory installed options or stock outages at the factory will increase these lead times. See your quote for specific lead times.

EXPEDITING FEES: In accordance with the terms and conditions set forth from Carrier Corporation - RJ Murray applies a 5% expediting fee for any equipment or part that is requested sooner than the standard shipping time from the factory.

HOLDING FEES: In accordance with the terms and conditions set forth by RJ Murray Co., Inc., a holding fee equal to 1/10 of 1% per day will be imposed for any Special Quoted Project Order, which has not been picked up/shipped out beginning 10 business days from the requested Ship /Pick-Up date. Furthermore any units not picked up after 30 days will be billed out and the holding fee will continue until picked up/shipped out.

WARRANTY: The Buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. Seller makes no expressed or implied warranties. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Seller's liability, if any, exceed the net sales price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. Except as expressly set forth in this paragraph, all products and/or services provided by seller and its employees and agents are provided "as is," "where is," and "with all faults." Furthermore, all warranties must be returned with completed Service Credit Application within 30 days to avoid penalty.

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. The Seller's products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

RECEIVING: The Buyer/receiver is responsible to insure that the correct product and number of pieces is being unloaded. The Buyer/receiver should also be verifying the serial numbers of the products they are removing from the trailer. All of the key information is provided on the packing slip. The transport providers understand that if a miss delivery happens, Carrier nor R.J. Murray Co., are not liable for crane charges, overtime, and other ancillary costs due to the receiving error. The Buyer/receiver has the responsibility to unload the correct part numbers and serial numbers, per the packing slip.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material would be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

RETURNS: Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. Buyer's surplus job returns, and those not meeting (i) and (ii), above, will be evaluated on an individual basis after Buyer has contacted Seller's authorized representative for prior written permission. Special orders or non-stock items may be returned if the manufacturer will accept the return. Except for items Seller stocks which meet (i) and (ii), above, credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges. Written authorization is required on all new returns.

SHIPMENTS: All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

SHIPMENTS Via Our Truck: If the Seller's truck cannot make it to the Buyer's delivery location, then it is up to the Buyer to take delivery elsewhere (at their shop, parking lot, etc.) or our driver will bring the stuff back to our location. The Buyer will be charged back charges for any additional time the Seller's driver has to wait for any alternative delivery options. If another option cannot be made at that time, the Buyer will be responsible for any additional costs associated with returning the product to our location or in receiving the product in a 2nd attempt either via the Seller's truck or a 3rd party. The Seller's truck has the same specs as a standard Penske moving truck. It has a 24 foot box, is 12 ft. 6 inches high and 102 inches wide. It has a gvw of 26,000 lbs. Our driver is not to take the truck to areas that it may become damaged or that will break any laws. It is up to the Buyer to make sure the delivery location is free and clear of any obstacles that can cause damage or impede delivery (low branches, low bridges or roads with low weight allowances or no delivery traffic allowed). If the delivery location is not safe enough, cleared enough or legal to accommodate a "standard moving truck" then the Buyer needs to make other arrangements to take delivery.

TAXES: Customers are responsible for all applicable taxes, as law requires. We reserve the right to add tax where applicable if not charged on initial invoice.

THIS PROPOSAL IS ACCEPTED AS LISTED ABOVE

Accepted By: _____	Quote Date: _____	08/05/2018
Title: _____	Job Number: _____	CK18-496
Date: _____	PO Number: _____	
Company: _____	Job Name: _____	Burlington PD