**Partial List of Contractor Responsibilities**

\*The notes that follow are not all inclusive and are not intended to relieve the installing contractor if its responsibilities. By providing this document, we do not accept any responsibility for the proper installation or operation of the equipment

Installation and Transportation

* Inspection and acceptance of freight delivery at rigging yard to ensure the equipment has not been bent, twisted or damaged during shipping, rigging, or installation.
* Additional transport, storage, or off loading of equipment after initial acceptance of delivery
* Protection and proper storage of equipment and repair of damage from improper storage and handling
* Provision and installation of external unit vibration isolation or external support steel as required
* Installation of equipment with adequate room for safe startup and service access as well as sufficient airflow supply as to prevent the risk of recirculation of air.

Electrical and Controls Integration

* Provisions and installation of main 3 phase power connection to each unit with the proper voltage and connection quantity according to the approved submittal documents and power draw of the unit package
* Provision of separate control power connection if control transformer is not provided by manufacturer.
* The BMS contractor must have obtained and read the relevant publications from the manufacturer pertaining to whichever protocol he will use before attempting to read / write points to the equipment controller
* Ensure that the BMS contractor is complete in all aspects of his communication before startup.

Unit Coolers

• All coils and pans should be cleared of ice and visually confirmed at each individual Unit Cooler.

• Defrost frequency and duration shall be set after install for each Unit Cooler.

* The drip down timer should be set after defrost is complete and the coil is dry.
* Pump down should cut in at 20lbs and cut out at 0lbs. If pump down occurs more than twice, double check the LLS to ensure it is not leaking. The line will show signs of frosting (on the roof) if LLS is leaking.

Fluid Piping

* Provisions and installation of Supply/Return fluid connections according to the approved submittal documents.
* Flushing, filling, cleaning, and pressure testing of the fluid system with the correct type and quantity of glycol.
* Installation and wiring of required control valves not provided by manufacturer. Installation and wiring of any noted ship loose parts provided by the manufacturer and installed per their recommendations.

Refrigerant Piping (split systems)

* Reconnection and installation of refrigerant piping following ASHRAE and industry standards for refrigerant line sizes, trap selection for vertical risers, pitch of horizontal lines, etc…
* Pressure testing of 24 hours with dry nitrogen followed by full evacuation to 500 microns to ensure a leak free and moisture free system. The vacuum must be broken with the system refrigerant.

**Terms and Condition of Sales:** RAE Corporation, (Seller) hereby accepts your order with the condition that this acceptance by us is expressly made conditional on assent by you to all terms and conditions set forth below not withstanding that they be an addition to or different from those contained in your order. Acceptance by you of any of the material covered by this order or failure to give notice objections to any of the terms set forth herein within ten (10) days of the date hereof shall be deemed to be assent by you to these terms and conditions. It is understood and agreed that the terms and conditions contained herein constitute the complete and exclusive statement of these terms and supersedes all prior communications between the parties with respect to the equipment described on the reverse side hereof.

**DELIVERY:** Deliveries shall be made F.O.B. Seller's factory, Pryor, Oklahoma. Title (subject to any lawful reservation of Seller's security interest) and risk of loss shall pass to the Buyer upon delivery at F.O.B. point. All estimated lead or shipping times are computed by receipt from the Seller of all details pertaining to the order essential to its proper execution and where applicable, the Buyer's release of the materials for Fabrication and shipment. Lead or shipping times are approximate only, and the SELLER SHALL NOT BE HELD LIABLE FOR ANY LOSS, DETENTION OR DELAY CAUSED BY FIRE, STRIKE, CIVIL OR MILITARY AUTHORITY, INSURRECTION OR RIOT, BY FAILURE TO SECURE THE MATERIALS FROM USUAL SOURCES OF SUPPLY OR ANY OTHER CIRCUMSTANCES BEYOND THE SELLER'S CONTROL WHICH SHALL PREVENT THE SELLER FROM FABRICATION AND OR SHIPMENT IN THE USUAL COURSE OF BUSINESS. Seller is not released from making neither shipment nor the Buyer from accepting delivery when the causes interfering with delivery have been removed. The Buyer agrees to accept delivery of any part or all of the material upon completion of same and failure of the Buyer to furnish Seller shipping instructions shall in no wise alter the terms of the payment of the Seller's invoice for the material offered for delivery. Buyer agrees to pay for the goods notwithstanding the fact that Buyer may be unable to receive or provide suitable storage space for any partial delivery. If stored by Seller, Buyer agrees to pay storage charges to Seller as may be requested by Seller.[[1]](#footnote-1)

**TERMS OF PAYMENT:** Except to the extent credit terms are expressly agreed to by the Seller in writing, invoices shall be due and payable in United States funds 25% at time of order and remaining balance to be paid in NET 30 Days from invoice date. In the case of refusal or inability of the Buyer to pay the invoice within this term or upon those terms which Seller has so agreed to, the Buyer shall be responsible for all additional expenses incurred for freight, express, storage, handling, demurrage or other expenses reasonably incurred. In the event credit terms have been expressly extended to the Buyer, the Seller reserves the right to charge the Buyer interest at legal rates or other agreed upon rates on any amounts past due under said terms; and in the event the Buyer's financial responsibility, in the judgment of the Seller, becomes unsatisfactory, cash payment or satisfactory security may be demanded by the Seller, and in default of such cash payment or satisfactory security, deliveries hereunder may be discontinued at the option of the Seller and a charge rendered covering the value of any unfinished articles that are being manufactured on this order or contract. In any event, if the Buyer shall be in default in any payment pursuant to his order or contract, Buyer shall be liable to the Seller for the reasonable cost of collections including reasonable attorneys' fees.

**WARRANTIES AND LIMITATION OF REMEDIES FOR BREACH OF WARRANTY:** It is understood and agreed that RAE’s warranties and liability for warranty shall be limited as provided in RAE's standard warranty which shall be attached and included in the terms and conditions of sale. Sample copies of RAE’s standard warranty are available at your request through our Field Sales Representative, by contacting the factory or by going online at [www.rae-corp.com](http://www.rae-corp.com). Acceptance of these warranties and limitations are a condition of sale. Buyer agrees that his sole and exclusive remedy for breach of warranty shall be as provided in said standard warranty. It is expressly understood that these warranties are made IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE and in consideration of the express warranty herein contained. BUYER EXPRESSLY WAIVES ANY RIGHT TO CLAIM OTHER WARRANTIES EXPRESS AND IMPLIED. It is further understood the Buyer's remedies shall be limited to those provided herein.

**LIQUIDATED DAMAGES DISCLAIMER:** No provisions for liquidated damages in the event of any breach of this contract by the Seller shall apply to this sale, and any provision for liquidated damages shall be of no force and effect unless specifically agreed to by the Seller in a writing signed by an officer of the Seller.

**INDEMNITY:** Buyer agrees that in the event that the equipment purchased hereunder is resold or incorporated in a building owned or to be owned by another person or entity, Buyer will indemnify and defend RAE against any claim by such person or entity to the extent that such claim exceeds the terms of the express warranties provided hereunder.

**SUBMISSION DATA--PLANS AND SPECIFICATIONS:** Seller does not agree that its obligations for the furnishing of equipment hereunder in any manner incorporates any plans and specifications which it has not specifically agreed to in writing. However, in the event Buyer requests certain specifications, it is understood that the Seller shall prepare and forward to the Buyer submission data representing the Seller's interpretation of any such specifications. Acceptance (or failure to object) by the job engineer, design engineer, or other representative of the Buyer, of such submission data shall be an acknowledgment by the Buyer that such data is in complete conformity with any specifications as interpreted by the parties, and all equipment supplied hereunder will be fabricated in accordance with such submission data.

**CLAIMS:** If the Buyer proposes to reject equipment on the ground that such equipment is defective or nonconforming, the Buyer shall notify the Seller of such rejection in writing within ten (10) days from the Buyer's receipt of said equipment. The Seller shall then have the option of reinspection at the point of installation or the Seller's factory before allowing or rejecting the Buyer's claim. Failure of the Buyer to make such claim within ten (10) days of receipt of any materials or equipment shall be deemed to constitute acceptance by him of the equipment and shall be **a** final waiver of Buyers right to make any inspection prior to payment for the equipment and shall also be a waiver of any claim or defect or nonconformity which reasonable inspection prior to payment could have revealed. Expenses incurred in connection with claims for which the Seller is not liable may be charged to the Buyer. No claim for expenses incurred by the Buyer will be allowed for corrective work done upon the equipment covered hereunder unless specifically agreed to by the Seller in a writing signed by an officer of the Seller. Defects that do not impair service shall not be cause for rejection by the Buyer. Except as provided under these terms and conditions, no claim will be allowed for freight damage concealed or unconcealed, misuse, misapplied or faulty installed equipment or any liabilities, expenses or costs incurred by the Buyer with respect to this equipment including, but not limited to, liabilities, expenses or costs incurred due to obligations owed by the Buyer to other parties. Where the Buyer furnishes material or specifies material not manufactured or normally used by the Seller and it proves defective or involves expense not contemplated by the contract, the Buyer will pay the Seller for all expenses incurred as a result of such defective materials up to the time of the discovery of the defect.

**ALTERATIONS:** No alterations to the equipment being supplied under this contract, or specifications attached thereto, may be made without the written consent of the Seller. The Seller shall have the right to hold the Buyer liable for additional costs and expenses incurred by the Seller as a result of alterations required by the Buyer. Notice from the Buyer to suspend work, delay delivery or terminate this order shall entitle the Seller to payment from the Buyer for all equipment ready for shipment and all equipment within thirty (30) days of completion and for all costs, direct and indirect, incurred by the Seller on the balance of the order to the date of receipt of such notice.

**EXCLUSION OF INFRINGEMENT WARRANTY:** The Seller does not make any warranty, and no warranty shall be deemed to exist, that the Buyer shall hold the material and equipment free of the claim of any third party by way of patent infringement, trademark infringement or the like.

**FAIR LABOR STANDARD:** All items covered by this proposal will be produced in compliance with Fair Labor Standards Act of 1938 as amended.

**PRICE CHANGES:** THIS ORDER IS SUBJECT TO PRICE ESCALATION IF NOT RELEASED BY THE CUSTOMER IN TIME TO PERMIT SHIPMENT WITHIN SIX MONTHS FROM DATE OF THIS ACKNOWLEDGMENT (SELLERS CUSTOMARY FABRICATION LEAD TIME IS 18 - 20 WEEKS). ESCALATION SHALL BE A PRICE WHICH IS THE LOWER OF THE NET PRICE COMPUTED ACCORDING TO SELLERS PRICE ANNOUNCEMENT IN EFFECT AT THE TIME OF SAID SHIPMENT OR THE AGREED UPON PRICE INCREASED BY 1%, PER MONTH FOR EACH MONTH PRORATA FOLLOWING THE DATE SIX MONTHS FROM SAID ACKNOWLEDGMENT UNTIL THE EQUIPMENT IS SHIPPED.

**ERRORS:** Stenographical and clerical errors subject to correction.

**TAXES:** The amount of any present or future sales or other tax, Federal, state or local, which the Seller now or hereafter shall be required to pay, either on its own behalf or on behalf of the Buyer or otherwise, with respect to the material covered by this proposal shall (unless such prices are expressly stated by the Seller to be inclusive of such tax) be added to the prices contained herein and paid by the Buyer.

1. [↑](#footnote-ref-1)