# **QUOTATION**



1861 W. 64th Lane Denver, CO 80221-2347 (303) 428-2800 | AIRPURIFICATIONCOMPANY.COM

QUOTE NUMBER: E24-02618

Project: Rocky Vista HS
Location:

Bid Date: 3/13/2025

Engineer: Cator Ruma
Plans Dated: 2/19/2025

To: Addenda Reflected:

### **PROPOSAL**

Qty	Tag	Model No.	Description
7	син		Vulcan Hydronic Cabinet Unit Heater  · 115/1/60 Main electrical power connection – EC Motor  · Standard color options  · Line voltage thermostat  · 24VAC transformer  Exclusions: custom colors, any hydronic piping or acceessories, valve package, external vibration isolation, disconnect switch
4	UH		Vulcan Hydronic Unit Heater · 115/1/60 Main electrical power connection – PSC Motor · Line voltage thermostat  Exclusions: custom colors, any hydronic piping or acceessories, valve package, external vibration isolation, disconnect switch
134LF	FTR		Vulcan Hydronic Finned Tube Radiator  · Standard color, slope top enclosure  · 2 rows  Exclusions: custom colors, any hydronic piping or acceessories, valve package, custom trim
16LF	FTR		Vulcan Hydronic Finned Tube Radiator  · Bare element  Exclusions: custom colors, any hydronic piping or acceessories, valve package, custom trim

Total Net Price: \$41,960

#### Shawn Jennings

## **Air Purification Company**

E-mail: sjennings@airpurificationcompany.com

Mobile: (309) 830-4466

Notes and Exclusions: Above pricing is valid for (30) days from the proposal date. Due to the continued escalation of raw material prices we cannot guarantee pricing beyond this timeframe unless otherwise specifically noted. We will work with our manufacturing partners to hold pricing beyond this timeframe, but quotes will need to be reviewed after (30) days. In addition, the global freight market continues to experience a significant imbalance between supply and demand, resulting in lead-time instability. Lead times may be extended without warning – please coordinate critical completion schedules with your Air Purification Co. sales team.

# AIR PURIFICATION COMPANY, INC. STANDARD TERMS AND CONDITIONS OF SALE

**CREDIT AGREEMENT:** Sales and delivery of materials by Air Purification Company, Inc. ("Seller") shall be subject to the credit terms of Purchaser's credit application and reliance upon the original and continued accuracy of the financial information furnished by Purchaser and upon personal guarantees provided.

**TAXES**: Seller's prices do not include any applicable sales, use, excise or similar taxes. If, under any law or regulation in effect, the Seller is required to pay or collect any tax upon the products arising from the sale, transportation, delivery, use or consumption of said products, whether directly or indirectly, the contract price shall be increased by the amount of any such tax. If the project is tax exempt, Purchaser shall provide Seller with the tax exempt certificate before taxes will not be charged. If the tax exempt certificate is not provided in advance of purchase, taxes will be charged on all purchases.

**PAYMENT TERMS**: Unless other payment arrangements are made, in writing, the invoice shall be due and payable in cash 30 days after invoice date. No is retention allowed. The material order is subject to shipment in whole or in part at the option of the Seller and each shipment is subject to immediate invoice. If at any time, Seller deems the financial responsibility of the Purchaser unsatisfactory, it reserves the right to require payment in advance, or other security or guarantee that invoices will be paid promptly when due. If Purchaser fails to comply with the terms of payment, or with any other terms of sale, Seller shall have the right to withhold further deliveries or to cancel the unfilled portion of any order. Interest of one and one half percent (1 ½%) per month (18% per annum but not in excess of the usury interest rate) will be added on any past due accounts. If the account is not paid when due, Purchaser agrees to pay all costs of collection including reasonable attorney's fees and costs. Venue for any action involving this Agreement shall be in the courts of Adams County, Colorado. The laws of the State of Colorado shall govern the validity, interpretation and enforcement of this Agreement.

**TITLE TO MATERIALS:** Until fully paid for, title and ownership and right to possession of the materials furnished or to be furnished by Seller shall remain in Seller. In the event that the Purchaser shall become insolvent, file bankruptcy or refuse or neglect to make payments due to Seller, Seller may, at its option, with or without process of law, retake possession of any and all of its materials, wherever the same may be found. Purchaser's account shall then be credited with the then market value of materials repossessed, less costs incurred in the repossession, storage, and handling. Seller's right to repossess its materials shall be in addition to and not a limitation upon or waiver of its other legal rights, including mechanic's lien, verified claim, bond claims and related rights.

SHIPMENT: SHIPMENTS ARE F.O.B POINT OF MANUFACTURE WITH FREIGHT ALLOWED. Purchaser will also be responsible for Seller's delivery charges, if any, from Seller's warehouse to Purchaser's designated point of delivery. All risks of loss and damage shall pass to the Purchaser upon delivery to carrier at Seller's shipping point and such delivery shall constitute delivery to Purchaser. Seller does not guarantee shipping dates or time of arrival of shipments at destination. Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its suppliers, manufacturers or contractors, which prevent or interfere with Seller making shipments on an estimated date. In event of shipment delay, if the Purchaser and the Seller do not mutually agree to cancel the order of the item involved, the shipping date shall be automatically extended to the manufacturer's current estimate. When Seller's quotation prices or invoice charges for materials include shipping and delivery charges, it is understood the method of shipment will be at the Seller's option. The Purchaser is responsible for furnishing labor and equipment for unloading material within the time limit allowed by the carrier.

WARRANTY: Any warranties express or implied are limited to those provided by the manufacturer to the Purchaser. Seller shall pass through all manufacturers' warranties to Purchaser. Seller expressly warrants title. SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, OR WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no liability for any failure of Purchaser's specifications to meet Purchaser's requirements nor does Seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by Seller.

**CHANGE ORDERS:** Purchaser may request changes in the materials to be furnished under the contract, within its general scope, provided that such changes shall not be effective unless and until the parties mutually agree, in writing, upon price and delivery date adjustments. Seller's price shall be equitably increased in the event of a substantial change in the scope or in the quantities or types of materials to be furnished. FIELD CONDITIONS: Seller shall not be responsible for any field conditions affecting its materials other than those clearly shown in the drawings, specifications and Addenda issued to Seller prior to the date of its quotation.

CLAIMS: Any claims or exceptions by Purchaser for damaged or defective material must be made in writing within five (5) days after Purchaser's receipt of materials, and Purchaser shall give Seller an opportunity to investigate the claim. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING PURCHASER AGAINST POSSIBLE CONSEQUENCES OF ERROR, OMISSIONS OR NEGLECT IN MANUFACTURE, PRODUCTION OR DELIVERY. Seller shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation by Purchaser. Seller shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation) resulting from the installation, operation or use of the materials. Seller's liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the materials by Seller, or at Seller's option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Seller. In no event shall Seller's liability with respect to the goods or their non-delivery exceed the purchase price paid by Purchaser to Seller. Seller shall have no responsibility to make any claim for loss, damage or injury to shipments caused by carrier or others after delivery to carrier at Seller's shipping point. Any claim by Purchaser against Seller for shortage or damage occurring prior to delivery to carrier must be made within five (5) days after receipt of materials and accompanied by original transportation bill signed by carrier noting that carrier received material from shipper in the condition claimed.

**GENERAL:** All prices on Seller's quotations are for acceptance within thirty (30) days unless otherwise stated in writing. Neither Seller's quotation prices nor invoice charges for materials include any field or service work, or operator training, unless so stated in writing. The right to correct typographical and mathematical errors is reserved.

**PLEASE NOTE**: Orders are not subject to cancellation, return or back charge, change in specifications, shipping schedule or other conditions without the Seller's written consent. When orders have been filled as specified, no items may be returned, nor will any credit be allowed, unless consent of Seller has first been secured in writing.

Except as otherwise provided, all quotations and sales shall be subject to Seller's standard terms and conditions and credit terms. Purchaser is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing. Orders designated to be invoiced directly by the manufacturer are subject to acceptance by such manufacturer and such manufacturer's terms and conditions.

This agreement and Seller's quotation timely accepted according to its terms constitutes the sole and the entire agreement between Purchaser and Seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by Seller. There are no oral understandings, representations or agreements relative to this agreement that are not fully expressed herein. **ORDER ACCEPTANCE:** Seller's acceptance of any order is expressly conditioned on Purchaser's assent to the terms and conditions contained herein. An authorized employee of Seller must accept all orders.