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## Western Mechanical Solutions, LLC

**SUSTAINABLE - HEATING - COOLING**

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[www.westernmechanicalsolutions.com](http://www.westernmechanicalsolutions.com)

**Date:** March 5th, 2025  
**TO:** US Engineering  
**ATTN:** Kevin Esslinger and James Swanson  
**RE:** Brighton 27J Rocky Vista HS

Pricing is based on 100% CD plans and specifications dated 2/19/2025

**Western Mechanical Solutions, LLC** is pleased to offer the following equipment and services specified herein, at prices stated and in accordance with the **TERMS AND CONDITIONS** shown on the back of this letter.

### **EQUIPMENT SUMMARY**

**Six (6) Roof Top Units DX cooling, Hot Water heating, and Heat Wheel.**

**Four (4) Roof Top Units DX cooling and Hot Water heating.**

**Two (2) Roof Top Makeup Air Units DX cooling and Hot Water heating.**

**One (1) Split system Fan Coil with hot water heat and paired condensing unit**

**One (1) Split system Fan Coil with electric heat and paired condensing unit**

### **AAON ROOF TOP UNITS**

Furnish Twelve (12) AAON Packaged Roof Top VAV, SZVAV, and MAU Units.

Tags: **AHU-1,-2,-3,-4,-5,-6,-7,-8,-9,-10, MAU-1,-2** used as Basis of Design listed on plans and specifications for energy analysis, performance, layout and dimensions.

### **Construction Materials:**

- All Cabinet Walls, access doors, and roof shall be fabricated for double wall, impact resistant, rigid polyurethane foam panels.
- Unit insulation shall have a minimum thermal resistance **R-Value of 13**. Double Wall Roof and Walls - 2" thick insulation, G90, with a thermal break.
- Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
- Full Length stainless steel piano hinges shall be included on the doors. Doors will also have a quarter turn lockable handles.
- Unit will ship in one piece.
- (All units except AHU-3,-4,-6) Vertical Discharge and Return Air Openings.
- (AHU-3,-4,-6) Horizontal Discharge and Return Air Openings.
- Unit shall include lifting lugs on the top of the unit.

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- Unit Paint will be standard will AAON's gray. The paint is capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.

#### **Electrical Options:**

- Electrical Options are provided in accordance with ETL standards.
- Supply and exhaust or return fan motor(s) factory mounted and wired to 6 pulse **Yaskawa** VFD.
- One VFD's to serve one supply fans. One or two VFD's to serve one exhaust or return fans.
- Shaft Grounding kits.
- Factory mounted circuit breaker.
- Units wired for 460 – 3 – 60 power supply.
- Factory Installed and factory wired 115V, 15 Amp GFI outlet with outlet switch in the unit control panel.
- Single point power connection.
- Phase and Brownout protection
- AHU-1,-9,-10, MAU-1,-10 include 10 kAIC SCC rating.
- AHU-2,-3,-4,-5,-6,-7,-8 include 35 kAIC SCC rating.
- Transformer for controls by others.

#### **Fans:**

- Supply fan segment with non-overloading direct drive, unhooded, **backward curved** plenum fan wheel. Blower and motor shall be dynamically balanced and mounted on rubber isolators.
- Premium efficiency open drip-proof (ODP) motors.
- (AHU-1,-2,-3,-4,-6,-7,-9,-10) Exhaust fan segment. Blower and motor shall be dynamically balanced.
- (AHU-5,-8) Return fan segment. Blower and motor shall be dynamically balanced.
- **(AHU-1,-2,-3,-4,-6,-7) Ebtron: Exhaust Fan Air Flow Measuring Station in the fans.**

#### **DX Cooling:**

- Cooling coil segment with double sloped 304 stainless steel condensate drain pan.
- Coils made with copper Tubes with aluminum fins.
- Unit shall be factory charged with R-454B refrigerant
- Coils will be furnished with a factory installed thermostatic expansion valve with distributor tube insulation.
- Variable Capacity or Variable Speed Scroll type compressors with thermal overload protection.
- Compressors will be mounted in an isolated service compartment with rubber vibration isolators (to reduce any transmission of noise from the compressor into the building area)
- Coils will be helium leak tested at the factory.

#### **Heating:**

- Hot water Heating Coil constructed of copper tubes with aluminum fins. Coil is located in the reheat position downstream of the supply fan.
- Controls valves shall be field supplied, and field installed.

#### **Outside Air Option:**

- (All AHUs) Economizer – Extruded aluminum, low leakage, aluminum gear driven, economizer damper assembly with factory installed actuator and barometric relief damper on the return air section. Actuator is a Fully Modulating DDC.
- (MAU-1,-2) Motorized Outside Air Damper, no Return Air opening. Actuator is 2 positions.
- (AHU-5,-8) Motorized relief damper. Field installed by contractor.
- Return Air bypass downstream of the cooling coil for improved de-humidification.
- **Ebtron: Outside Air Flow Measuring Station.**

#### **Energy Recovery (AHU-1,-2,-3,-4,-6,-7):**

- Sensible energy recovery wheel shall be constructed of lightweight polymer and shall be provided without desiccant coating. Wheel shall be washable with detergent or alkaline coil cleaner and water.
- Energy recovery wheel cassette shall carry a 5 year non-prorated warranty, from the date of shipment.
- Unit shall include 2 inch thick, pleated panel outside air filters with an ASHRAE efficiency of 30% and MERV rating of 7, upstream of the wheels.

#### **Filter / Inlet:**

- Unit shall include 4 inch thick, pleated panel filters with an ASRAE efficiency of 85% and a MERV rating of 13, upstream of the cooling coil. Unit shall also include 2 inch thick, pleated panel pre filters with an ASHRAE efficiency of 30% and MERV rating of 8, upstream of the 4 inch standard filters.

#### **Safety Options:**

- Remote Safety Shutdown Terminals

#### **Refrigeration Control:**

- 5 Minute Time Delay Relay – Compressor Off Time
- 20 Second Time Delay Relay – Compressor Staging Delay
- Adjustable Compressor Lockouts on Each Circuit
- Freeze Stats on Each Circuit

#### **Refrigeration Accessories:**

- Sight Glass
- Variable Speed Condenser Fan – Head Pressure Control.

#### **Miscellaneous:**

- Cond. Coil Guards
- Base Insulation
- Energy Recovery Frost controller
- AHU-2 and AHU-7 include dedicated/isolated toilet exhaust connections for energy recovery. Unit includes separate normal return connection. This is not specified yet but will be required on future documents.
- The price paid for the attached bill of materials is subsidized by utility incentives where applicable. Any change to those incentives may require adjusted pricing. In exchange for subsidy the utility may require inspection of the installation.

#### **Curbs:**

- Curb is fully gasketed between the curb top and unit bottom with the curb providing full perimeter support, cross structure support and air seal for the unit. Curb gasket shall be furnished within

the control compartment of the rooftop unit to be mounted on the curb immediately before mounting of the rooftop unit.

- 18" Flat Knockdown curbs – Ship Disassembled for Field construction. (Assembly by Others). Curb height is as submitted and does not include roof insulation.
- 1" spring isolation rail
- **Wind calculations including brackets/restraints**

**Extra Stock:**

- Spare filters - See pricing section.

**Controls:**

- Factory Installed DDC Controls by Others – Controls are to be field provided and factory installed by others.
- Standard Low Voltage Terminal Block
- (AHU-5,-8) Modulating Exhaust air dampers and hoods.

**Factory Provided and Field Installed by others:**

- Supply temperature sensor is remotely installed in the duct.
- Outside air hoods.
- AHU-5,-8 Motorized Relief Dampers and Hoods to be located near associated unit by the contractor. WMS to do final field installation and wiring.

**Field Provided and Installed by others:**

- Controls.
- Hot Water Control Valves.
- Condensate traps.
- Convenience outlet requires a separate 120 volt power source
- Fiberglass insulation to be installed under pipe chase cap, and around the evaporative cooler fill and drain piping routed through the unit pipe chase.

**AAON Fan Coil Units and Paired Condensing Units**

Furnish two (2) AAON Fan Coil Units and (2) Paired Condensing Units

**Tags: FCU-B2/CU-B2 and FCU-E1/CU-E1** used as Basis of Design listed on plans and specifications for performance, layout and dimensions.

**Construction Materials**

- All Cabinet Walls, access doors, and roof shall be fabricated for double wall, impact resistant, rigid polyurethane foam panels.
- Unit insulation shall have a minimum thermal resistance R-Value of 6.5. Double Wall Roof and Walls - 1" thick insulation, G90, with a thermal break.
- Hinges shall be included on the doors. Doors will also have a quarter turn lockable handles.
- Unit will ship in one piece.
- Unit shall include a forkliftable base
- Unit Orientation: Right Hand Connection – Front Discharge, Left RA, Back OA
- AAON Gray Exterior Unit Paint -The paint is capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.

### **Electrical Options**

- Electrical Options are provided in accordance with ETL standards.
- Factory mounted non-fused disconnect, auxiliary contacts, under/overvoltage relay.
- Fan Coil Units wired for 230 – 1 – 60 power supply.
- Condensing Units wired for 460 – 3 – 60 power supply.
- Condensing Units include Factory Installed and factory field wired 115V, 15 Amp GFI outlet with outlet switch in the unit control panel.
- Single point power connection.
- Phase and Brownout protection.
- Shaft Grounding kits.
- Standard 5 k AIC SCC rating.

### **Fans**

- Supply fan segment (fan & motor) utilizing non-overloading direct drive, unhooded, backward curved plenum fan wheel. Blower and motor shall be dynamically balanced and mounted on rubber isolators.

### **Cooling**

- R-454B DX Cooling – Draw-through R-454B DX evaporator coil air handling unit.
- Thermal Expansion Valves

### **Heating**

- FCU-B2 - Hot water Heating Coil constructed of copper tubes with aluminum fins. Coil is located in the reheat position upstream of the cooling coil.
  - Controls valves shall be field supplied, and field installed.
- FCU-E1 - Electric heat segment with 240 modulating SCR heater. Heater shall be an integral part of the unit (factory installed) and furnished with electric heating coils, fuses, and a high temperature limit switch. It will be located in the reheat position downstream of the supply fan. SCR controller with a 0-10 VDC heating control signal.

### **Refrigeration Options**

- Single Circuit
- Heat Pump
- A2L Sensing, Mitigation Controllers and Sequences

### **Air Dampers**

- FCU-E1 Only: Return and Outside Dampers – Mixing box with return and outside air dampers located the mixing box.
  - Fully modulating actuator.

### **PreFilter Option:**

- Unit shall include Pre Filters 2 inch thick, pleated panel filters with an ASHRAE efficiency of 30% and MERV rating of 8, downstream of the return and outside air openings.

### **Extra Stock**

- Spare filters - See pricing section.

**Controls**

- AAON Controls A2L Mitigation: Temperature Control Contractor to pickup hardwired 24V binary output from A2L Controller to force all VAV Boxes 100% open. Alarm statuses available over BACnet.
- Controls have been coordinated with the engineer.
- AAON factory packaged unit controller. It is capable of controlling all features and options of the unit. Free configuration software.
- AAON controller is capable of communicating and integrating with a BACnet MSTP network.
- Controller is factory installed in the unit controls compartment and factory tested.
- Controller is capable of standalone operation with unit configuration, set point adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling, available without dependence on a building management system.

**Factory Provided and Field Installed by others:**

- Supply temperature sensor is remotely installed in the duct

**Field Provided and Installed by others:**

- Condensate Trap
- HW controls valve shall be field supplied and field installed

**VFD and or Unit Start-Up and Operator Instruction:**

A WMS Service Technician will test and adjust the unit and VFD's, and concurrently instruct operating personnel during regular working hours not to exceed 12 working days.

**Warranty:**

AAON provides first year parts warranty on the equipment detailed above. This includes repair or replacement, at AAON's option, of defective warranted parts during the warranty period. This warranty does not include trouble shooting labor, nor does it include normal preventative maintenance services such as oil or filter changes. The warranty period is defined as 18 months from shipping date or 12 months from startup whichever occurs first. Warranties are not based on substantial completion dates. Substantial completion is outside of the control of the manufacturer. Extended warranties are available for purchase if they are required.

Compressors shall carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory.

All startup labor and/or warranty labor will be performed during normal working hours. If requested, these services will be performed during premium time at additional cost.

**Clarifications/Exceptions to Specifications:**

- M-002 Rooftop Unit Schedule (Packaged) Sound attenuators are by others.
- AHU-2,-3,-4,-5,-8 require multiple hot water heat connections (2 per unit).
- M-002 Rooftop Unit Schedule AHU-5 and AHU-8 scheduled return air CFM is per fan, not total.
- M-002 Rooftop Unit Schedule AHU-9 and AHU-10 Relief fans are belt drive, not direct.
- M-002 Rooftop Unit Schedule Note E. Coils are sized for required capacity and may not be 2 row.
- M-002 Rooftop Unit Schedule Note F. Coils are sized for required capacity and may not be 6 row.
- M-002 Rooftop Unit Schedule Note G. Backdraft dampers are not included.

- M-002 Makeup Air Handling Unit Schedule does not include DX performance, but units include DX.
- M-002 Makeup Air Handling Unit Schedule Note E. Coils are sized for required capacity and may not be 2 row.
- M-002 Makeup Air Handling Unit Schedule Note F. Coils are sized for required capacity and may not be 6 row.
- Spec Section 238000 2.7 H. 2. Condensing unit fans are axial direct drive. FCU fans are direct drive plenum fans.
- Spec Section 238000 2.7 H. 4. No filters included in condensing units. FCUs include 2" MERV 8 filters.
- Spec Section 238000 2.7 H. 6. No accessories are included.
- Any Value Engineering (VE) or Alternates proposed here may cause unintended consequences to the following including, but not limited to: sequence of operations, temperature control, energy usage, installation costs, costs to other trades due to sizing, weights, electrical, etc.

**Items NOT Included:**

- Startup of units for temporary heat or cooling.
- Curb height is as submitted and does not include roof insulation
- Roof curb insulation
- Pitched Roof Curbs
- Any AIC rating higher than indicated
- Any AIC rating higher than 35 kAIC
- Fused Disconnects (non fused provided)
- Manual bypass and motor overload relay (VFD Bypass)
- BMS Interface to VFD's
- Any ATC controls, or mounting of controls, valves, etc.
- Space for controls by others is not guaranteed.
- Transformer for controls by others or valve(s).
- Any heating valves
- Mounting of Supply Temperature Sensors and wiring
- Smoke Detectors
- Economizer Fault Detection
- Flexible connectors
- Vent / drain valves or piping
- Condensate trap and drain piping
- External vibration isolators – unit is internally isolated
- Field testing
- Unloading or Rigging of equipment, field installation or assembly
- WMS cannot guarantee coordination of trucking to meet cranes upon delivery
- Field wiring
- Extended Parts Warranty
- Any Labor Warranty

## PRICING

**TOTAL Price** for the bill of material specified herein, F.O.B. factory, freight allowed and prepaid, NET 30 DAYS, NO taxes included, is.....\$ **2,737,000**

**Price Add** for Additional Sets of Filters, each is.....\$ **18,500.\***  
\*1 spare set is included – additional sets provided for contractor to purchase separately

**Price Add** for 2<sup>ND</sup> Year Parts Warranty is .....\$ **86,500**  
\*Required per spec provided for contractor's option as completion date is unknown

**Price Add** for Outside Airflow Measuring Station, is.....\$ **Included.\***

**Price Add** for Wind or Seismic Calculations, is .....\$ **Included.\***  
\*Required per spec section 230540 1.4

**Price Deduct** to remove factory installed 3<sup>rd</sup> party controls, is.....\$ **( \$138,000)\***  
\*Does not include the FCU-B1 & E2 which are provided with AAON controls.

**Price Add** for Temporary Arrangement for GYM Floors – Includes Return Filter Box and Temp Startup, is .....\$ **Upon Request.\***

**Price Add** for FCU-B2/CU-B2 and FCU-E1/CU-E1 Split Systems, is.....\$ **96,300.\***

**Price Add** for tariff impacts is.....\$ **138,000\***  
\*AAON reserves the right to increase or decrease this amount up to the time of release with little to no notice.

Thank you for the opportunity to offer **Western Mechanical Solutions, LLC** equipment and service as we look forward to working with you on this project. If you should require additional information, please do not hesitate to contact me.

Sincerely,

Andrew Tenhundfeld

**Western Mechanical Solutions, llc**

**SUSTAINABLE – HEATING – COOLING**

720.822.8794 ph

Your written authorization and assigned purchase order number will allow us to move forward in providing you complete equipment submittals in order to meet your project completion schedule.

Name: _____	Title: _____	PO # _____
Signature: _____	Date: _____	



# Terms and Conditions of Sale

**Terms of Agreement:** The term "Company" as used herein shall mean **Western Mechanical Solutions, Inc.**. These terms and conditions of sale form a part of and are incorporated into any offer of sale or scope letter entered into by Company and Buyer. Company offers to sell the materials, equipment or services in the offer of sale or scope letter only under the terms and conditions stated. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

**Credit Agreement.** Sales and delivery of materials by Company shall be subject to the credit terms of Buyer's credit application and reliance upon the original and continued accuracy of the financial information furnished by Buyer and upon personal guarantees provided.

**Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in Company's list prices, or increases in labor or material costs.

**Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. No is retention allowed. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of payment default or breach of the parties' agreement, Buyer agrees to pay all costs of collection incurred by the Company, including, but not limited to, collection agency fees, reasonable attorney's fees, legal expenses and court costs. All past due amounts shall bear interest at the rate of 18% per annum. Venue for any action involving this Agreement shall be in the courts of Denver County, Colorado. The laws of the State of Colorado shall govern the validity, interpretation and enforcement of this Agreement.

**Shipping Terms: SHIPMENTS ARE F.O.B. POINT OF MANUFACTURE OR WAREHOUSE WITH FREIGHT PREPAID.** Freight is as quoted by a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

**Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss of damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers. **COMPANY IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OF ERROR, OMISSIONS OR NEGLECT IN MANUFACTURE, PRODUCTION OR DELIVERY.** Company shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation by Buyer. Company 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. Company's liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the materials by Company, or at Company's option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Company. In no event shall Company's liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to Company. Company 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 Company's shipping point.

**Title to Goods.** Until fully paid for, title and ownership and right to possession of the goods and materials furnished or to be furnished by Company shall remain in Company. In the event that the Buyer shall become insolvent, file bankruptcy or refuse or neglect to make payments due to Company, Company 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. Buyer's account shall then be credited with the then market value of materials repossessed, less costs incurred in the repossession, storage, and handling. Company'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.

**Taxes:** Company's prices do not include any applicable sales, use, excise or similar taxes. The amount of taxes applicable to the product shall be added to the price and paid by Buyer to Company. If the project is tax exempt, Buyer shall provide Company 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.

**Cancellation:** In the event of a cancellation of part or all of this order, Buyer shall pay to Company a cancellation fee determined by Company. The cancellation fee will reflect, among other factors, all expenses and damages incurred and commitments made by Company, sales and administrative overhead, and loss profit. Any non-payment, default, delay or failure of performance by Buyer may, at the sole election of the Company, be treated as a cancellation by Buyer of part or all of this order and shall further entitle Company to suspend production and/or delivery of any goods or articles required under this order. Upon cancellation, all further obligation and liabilities of the Company shall terminate.

**Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an Officer of the Company. Company shall not be liable for damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. Company 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 Company making shipments on an estimated date. In event of shipment delay, if the Buyer and Company 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.

**Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

**Change Orders.** Buyer may request changes in the materials and goods 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. Company'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.** Company shall not be responsible for any field conditions affecting its materials other than those clearly shown in the drawings, specifications and Addenda issued to Company prior to the date of its quotation.

**Limited Warranty:** Subject to sections titled "Warranty Exclusions" and "Limitation of Liability; Indemnity" herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product MANUFACTURED BY COMPANY, sold hereunder and used in the United States, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. Company shall pass on to Buyer the Manufacturer's warranties. Buyer acknowledges that Company is not the manufacturer of the Goods and Buyer has selected the Goods based on Buyer's own judgment without any reliance on any statements or representation made by Company. Company assumes no liability for any failure of Buyer's specifications to meet Buyer's requirements nor does Company guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by Company.

THIS WARRANTY AND THE MANUFACTURER'S WARRANTY(IES) CONSTITUTE BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer, or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by the Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and warranty shall expire twelve (12) months from that date.

**Warranty Exclusions:** Company's warranty set forth in "Limited Warranty" does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use of service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils, and expendable items such as filters are not covered by the Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

**Limitation of Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in "Limited Warranty" described herein, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, and (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

**Assignment:** Buyer may not assign or delegate its obligations under this order without Company's prior written consent. Any assignment contrary to this provision shall be a material breach of this Agreement. In the event of any assignment, whether approved by the Company or not, the Buyer shall remain primarily obligated to the Company.

**Entire Agreement:** This Agreement constitutes the entire agreement between the Buyer and the Company with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. This Agreement shall not be amended or modified except in a writing signed by Company.

**Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Colorado. Except for suit for non-payment, including foreclosure of a mechanic's lien securing payment, claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of arbitration shall be Denver, Colorado unless another site is mutually agreed to between parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date of Demand for Arbitration is filed with the AAA.

**Western Mechanical Solutions, Inc (2016)**