

Date:

August 30, 2019

Service Solution Proposal



Job Description

Chiller 1 - Condenser Coil Replacement

BuyBoard Contract #: 552-17

Prepared For: Bob Vogel

Business Name: COB - Library

Street Address: 451 North Main St. #100

City, State, Zip: Boerne, TX 78006

Prepared By: James Robuck

Title: Service & Solution Sales

Street Address: 3350 Yale St

City, State, Zip Houston, TX 77018

email: james.robuck@hts.com

O: 832-328-1010 M: 832-819-6141



HTS Texas

3350 Yale Street
Houston, Texas 77018
Phone: 832-328-1010

Date: August 30, 2019

UNIT ID/Model# Chiller 1 - YLAA0155SE46XCA
SERIAL # 2HWM0075

We are pleased to offer our proposal to complete the following scope of work:

1. Power unit off then LO/TO
2. Recover refrigerant from circuits
3. Remove defective condenser coils
4. Replace with new condenser coils (2)
5. Pressurize circuits with nitrogen to ensure welds are not leaking
6. Vacuum system below 500 Microns
7. Charge system with R410A to manufacturer specifications
8. Clean-up area
9. Remove LO/TO
10. Power unit on and verify unit operations before departure

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Anything not mentioned in the above scope of work
2. After hours or weekend work
3. Should additional repairs be found a separate quote will be submitted for the repairs needed
4. Cranes, Lifts
5. Delays, access issues
6. Expedited Shipping

OUR PRICE FOR THIS SCOPE OF WORK IS..... \$ 44,973.55 Total

This price does not include sales tax.

Signature constitutes acceptance of this proposal and Heat Transfer Solutions, Inc. is hereby authorized to perform the work as specified and at the above prices and conditions. Any alteration or deviations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate.

Customer Approval
Signature
Printed Name
Date

HTS Representative
Signature
Printed Name
Date

In order to ensure invoices are sent to the proper contact, please fill in the following and return with the signed proposal.

Billing Information

Invoices to be sent to the attention of: (Please Print)

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

Phone: _____

Fax: _____

Email: _____

Any special requirements your need to accept invoice: _____

Preferred method of invoice delivery: ☐ Email to address above ☐ Regular Postal Mail

STANDARD TERMS AND CONDITIONS

(1) THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

(2) Customer (Debtor) agrees to pay Heat Transfer Solutions, Inc. (Secured Party) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(2A) TERMS AND PROVISIONS OF CHARGE ACCOUNT AGREEMENT

PAYMENT: The Applicant shall pay to the Creditor the amount of all sales drafts and all other charges in respect of which the credit has been used together with interest thereon all or any portion of the foregoing herein called "indebtedness") within the time period on the creditor's invoice at the time of the sale.

INTEREST: The Applicant shall pay interest to the Creditor on the indebtedness at the annual percentage rate of 12% plus any and all collection fees required if turned over to a collection agency on accounts outstanding 30 days or more.

APPLICATION OF PAYMENT: Payments to reduce indebtedness shall be applied by the Creditor in the following order: interest charges; service fees; previously billed purchases; current purchases.

(3) Heat Transfer Solutions, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. Heat Transfer Solutions, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of Heat Transfer Solutions, Inc... Heat Transfer Solutions, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Heat Transfer Solutions, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(4) If Heat Transfer Solutions, Inc. encounters asbestos or polychlorinated biphenyl (PCB) on the site, Heat Transfer Solutions, Inc. shall immediately stop work and report the condition to the owner or owner's representative in writing. Heat Transfer Solutions, Inc. shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. Heat Transfer Solutions, Inc. shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

(5) Any installation dates given in advance are estimated. Installation will be made subject to prior orders with Heat Transfer Solutions, Inc.. Heat Transfer Solutions, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond Heat Transfer Solutions, Inc. reasonable control.

(6) On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

(7) In the event Customer requires Heat Transfer Solutions, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. Heat Transfer Solutions, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by Heat Transfer Solutions, Inc. at Customer's risk and expense.

(8) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which Heat Transfer Solutions, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(9) Any equipment, goods, material, or work in addition to that required hereunder or in plans and specifications that may be made a part hereof, will be paid for by Customer as extras.

(10) If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, Heat Transfer Solutions, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

(11) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(12) All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify Heat Transfer Solutions, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

(13) No sales or other representatives of Heat Transfer Solutions, Inc. has any authority to alter, vary, or waive any of the terms and conditions stated on either side of this proposal.

of this proposal.

(14) HTS warrants that its service will be provided in a good and workmanlike manner. HTS warrants that for equipment furnished and/or installed but not manufactured by HTS, HTS will extend to Customer the same warranty terms and conditions which HTS received from the manufacturer of said equipment. For equipment installed by HTS, if, within a year of installation, Customer provides written notice to HTS of defect within thirty (30) days after the defect's appearance or date the defect should have reasonably been discovered, HTS shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by anyone other than HTS, abused, altered or misused, or which has not been properly and reasonably maintained. To obtain assistance under this limited warranty, please contact Heat Transfer Solutions, 3350 Yale Street, Houston, TX 77018; (832) 328-1010. HTS warrants all labor for a term of 90 days from the date of the work that was performed. HTS DISCLAIMS ALL OTHER WARRANTIES ON ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.