



Total Restaurant Supply
2940 Hwy 14 West
Rochester, MN. 55901
(507) 288-9454

Contact us at:
www.totalsupply1.com
or
ETotal.biz

Wednesday, September 17, 2014

Quote #: 2139842

Generic Condensate Hood

CaptiveAire Systems proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal, and approved credit.

EQUIPMENT

Hood #1

4824VHB-G - 4ft 0" Long Condensate Hood, w/ Full Perimeter Gutter	x1
- 304 SS - 100% Application	x1
- EXHAUST RISER - Factory installed 12" Diameter	x1

Fan #1 DU30HFA - Exhaust Fan

DU30HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 11-3/4" Wheel. Exhaust Fan handles 600 CFM @ -0.500" wc ESP, Fan runs at 1240 RPM. Exhaust Motor: 0.250 HP, 1 Phase 115 V, 60Hz, 4.0 FLA, ODP (Open Drip Proof)	x1
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Fan #1 Curb

- Curb CRB19.5X22E On Fan # 1 Flat Curb	x1
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INSTALLATION BY OTHERS

By Others: Installation, ductwork, patching, all electrical field wiring, start-up & balance, gas or electric shutdown for fire system hook-up, **fire system hook-up, fire system chemical agent, NO2 cartridge, field piping, detection and pull station line(s), tests and permits.**

Note: Customer is responsible for additional labor charges as a result of cooking equipment layout changes after the release of the order, union labor or prevailing wage charges, or additional trips by fire system distributor caused by jobsite delays, permits, fees or test required by local authority. Submittal will specify applicable testing and approval agencies. **The fire suppression system final hook up is not included on this quote. The final hook up usually consists of, but is not limited to, the chemical agent, NO2 cartridge, field piping/re-piping, detection and pull station line(s), tests, and permits.** Hook up for the fire system must be performed by an Authorized Distributor. If not installed by an Authorized Distributor, then the warranty on this product will be voided.

CaptiveAire Systems requirement for all field hook ups: All fire system detection conduit must be half inch EMT. All conduit fittings must be compression type and fully tightened. All conduit ends must be reamed and deburred and blown clear of debris prior to assembly. All conduit must be fully and robustly supported to avoid accidental fire system discharge.

CaptiveAire Systems product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.captiveaire.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in CaptiveAire Systems "Guide to Designing Air Flow Systems", available at:
<http://www.captiveaire.com/MANUALS/AIRSYSTEMDESIGN/DESIGNAIRSYSTEMS.HTM>

SHIPPING

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

APPROVAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Receipt of the CaptiveAire Systems Terms & Conditions are hereby acknowledged (Form TC101), and by signature hereto, we agree to said Terms & Conditions. Payment will be made in accordance with authorized agreement. Please note, proposal may be withdrawn by CaptiveAire Systems if not accepted within 30 days.

Authorized Signature

Date

Signature

Date

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Generic Condensate Hood - Total
Restaurant Supply

TERMS & CONDITIONS

Acceptance: This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 days of placement-see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

Terms of Payment: Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1 ½ % per month may be invoked and applied after the 30 day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event CaptiveAire Systems employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for CaptiveAire Systems attorney, plus all other reasonable expenses incurred by CaptiveAire Systems in enforcing its rights under this agreement.

Taxes: Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid by the Buyer.

Shipments: All shipments are f.o.b. Factory or, if shipped from another location, f.o.b., point of shipment with charges either allowed, added to invoice, or collect as noted.

Claims: The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company, (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods.

Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer, Owner, etc.), CaptiveAire Systems shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written on behalf of another equipment manufacturer.

Warranties: CaptiveAire Systems extends to buyer the manufacturers warranty (a copy of which is available upon request). Manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. CaptiveAire Systems makes no other warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability or fitness for a particular purpose. CaptiveAire Systems shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. CaptiveAire Systems 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 equipment.

Limitation of Remedy: CaptiveAire Systems shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. CaptiveAire Systems liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by CaptiveAire Systems or its duly authorized representative, or at CaptiveAire Systems option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against CaptiveAire Systems. In no event shall CaptiveAire Systems liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to CaptiveAire Systems. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against CaptiveAire Systems with respect to the goods is deemed waived by Buyer unless submitted to CaptiveAire Systems in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

Claims Resolution: All claims and disputes between Buyer and CaptiveAire Systems arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Raleigh, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.

Delays: Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.

Credit: If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Sellershall have the right to defer shipment or cancel the order.

Penalties: No penalty clause of any kind will be effective unless approved in writing by an officer of CaptiveAire Systems.

Cancellations: Should the order be cancelled through no fault of CaptiveAire Systems, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses incurred by Seller.

Return of Goods: Please take special care to order carefully and completely. All products purchased are custom orders. Custom orders were manufactured in accordance with customer specifications, and therefore, are only returnable per the terms of our RMA policy (<http://www.captiveaire.com/sitedocs/returnpolicy.asp>). Verify all information before placing the order. Please review policy with your sales consultant prior to purchasing if you have any questions.

Prices: Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Seller's offices.) Order released after 90 days from date of customer's purchase order may be subject to escalation.

Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

FORM TC-101 (2/03)