



HMC Service Company

PLUMBING
HVAC
REFRIGERATION
TEMPERATURE CONTROLS
BUILDING MANAGEMENT

6909 Enterprise Drive • Louisville, Kentucky 40214-4398 • (502) 375-0440 • Fax (502) 375-0128

SERVICE PROPOSAL

February 19, 2024

Quote# 25-0472

Heather Rivera
Anchorage Public School
11400 Ridge Rd
Anchorage, KY 40223

Run out (2) Vents for Customer Supplied Lasers and Exhaust Fan Add Price for Classroom

Dear Heather,

HMC Service Company would like to present the following proposal:

Scope of Work:

- Lay out wall penetrations for new laser vents and core drill wall
- Slide piping through wall and install horizontal wall termination box
- Piping and termination box to be sheet metal due to possibility of exhaust being hot from machine
- Seal termination box and wall opening
- Tie into machines and verify no leakage
- Machines to be set in place by others
- Electrical to be done by others
- Add price for room exhaust fans, cut 12x12 openings between windows
- Seal openings, fans to run on switch and to be turned on when lasers are being used.
- Fans are 115v single phase. Greenheck Model SE1-8-424-G Direct Drive Sidewall Propeller
- Pricing is for (2) side wall mounted fans and 200 cfm a piece
- Any obstruction on exterior wall to moved by others

Quote:

HMC Service will perform the above scope of work for the sum of: **Vents for Lasers \$8,170**
Exhaust Fan Add Price-\$9,500 Quote #250472R

Exclusions:

- Labor and materials not specified in the quote, concrete work, structural or cosmetic repairs.
- Unforeseen obstacles concealed by walls, ceilings or underground.
- Any valves that do not turn on or off. Any plumbing fixtures, faucets or water supplied equipment.
- Electrical and setting new lasers
- Cost of material is subject to change due to shortages and demand.



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Conditions:

- This proposal is based upon all work being performed during normal working hours, Monday – Friday 8:00 am – 4:30 pm.
- Overtime or double time is not included in this proposal.
- This proposal is subject to revision if not accepted within 30 days.

To indicate your acceptance of this proposal, please sign below and return to me with a Purchase Order if required.

Please feel free to call me direct at (502) 424-4402 should you have any questions. Thank for the opportunity to be your service provider.

Submitted by:

Tyler Lambert

Project Manager/Estimator

HMC Service Company

c: (502) 424-4402

e: LambertT@hmcservice.com

Accepted by:

Signature

Title

TERMS AND CONDITIONS

All goods and services furnished by the HMC Service Company ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer and any end-user with whom Supplier undertakes to deal, of Supplier's goods and services ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgement. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgement, Customer's purchase order form or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGEMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS, AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgement, price and delivery terms are FOB Supplier's plant and do not include sales, use or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
2. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer; revoke its extension of credit to Customer; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer; and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

3. **Cancellation by Customer.** (a) Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection, all goods purchased, and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer. (b) Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily re-saleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.
4. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier. Supplier does *not* warrant, and shall *not* be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the date of delivery by Supplier, of warranted equipment which has been installed and operated under normal conditions and in accordance with generally accepted industry practices. Supplier warrants labor as follows: Planned Maintenance Contracts – 90 days from date performed; Renovation of Energy Retrofit Contracts – 90 days from completion of contract; Spot Service – 30 days from date performed. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time.

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED SUPPLIER.

In the case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

5. **Force Majeure.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strikes, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of Supplier.
6. **No Consequential Damages.** Under no circumstances shall Supplier be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability.
7. **Governing Law.** The law of the State of Kentucky shall govern all transactions to which these standard terms and conditions apply.
8. **Pricing: At the time of equipment/material order if pricing from the supplier has increased, we reserve the right to adjust our proposal pricing**
9. **Equipment/material lead time will be updated upon receipt of purchase order.**