

TO: _____

JOB NO. _____

DATE: _____

ITEMS OFFERED ARE PRICE
PROTECTED 30 DAYS
AFTER OFFER TO SELL DATE

We are pleased to offer the equipment and services specified at the prices stated and in accordance with the terms and conditions shown on the back of this proposal.

EDDY CURRENT TUBE ANALYSIS

Eddy Current tube testing is an advanced electronic method for the detection of developing chiller tube problems. This service provides you with advance warning of tube defects before costly emergency repairs necessitate an unscheduled shutdown.

YORK will provide an eddy current analysis of your chiller condenser and evaporator tubes. Upon completion, we will submit a detailed report defining any defects found, and recommend corrective action.

SELECT ONE:

____ (A) 300 TR MACHINE OR LESS PRICING: \$ _____

____ (B). OVER 300 TR PRICING: \$ _____

YOUR COST FOR THE YORK EDDY CURRENT TUBE ANALYSIS SERVICE IS:

ACCEPTED BY _____ DATE _____ \$ _____
(per machine)

WORK ORDER NO. _____

YORK will remove the chiller heads, and if required, brush clean the condenser tubes on a separate quote or on a time/material basis.

Terms and Conditions—Service and Repair Work

- 1) **OFFER AND ACCEPTANCE:** York International Corporation (York) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing York to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and York. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by York and shall become part of the contract between Buyer and York unless expressly consented to in writing by York. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
- 2) **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET on RECEIPT of INVOICE. York reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1½%) percent of the principal amount due at the end of each thirty (30) day period.
- 3) **INVOICING:** York reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
- 4) **PERFORMANCE:** York shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the York Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of York, whether of the class of causes enumerated above or not, which shall prevent York from making deliveries or performing services in the usual course of business. In the event of the disapproval of the York Credit Department or the occurrence of any of the above, York may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of York. Alternatively, York may extend the time for its performance by a period equal to the duration of the cause underlying York's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.
- 5) **TAXES:** Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which York shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.
- 6) **WARRANTY:** York guarantees service work and all materials of York manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as York finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by York, but manufactured by others, York will extend the same guarantee it receives from the manufacturer.
THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
- 7) **PATENTS:** If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, York, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringement and its use is enjoined, York, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but York's liability shall in no case exceed the purchase price of said infringing apparatus.
- 8) **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against York arising from York's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL YORK'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY YORK FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL YORK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
- 9) **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on York unless such request or specification is specifically agreed to in writing by an officer of York. Shipment shall be F.O.B. factory, with title passing to Buyer upon delivery to the carrier by York.
- 10) **CANCELLATION:** York reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order).
- 11) **DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the Commonwealth of Pennsylvania. All 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, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be York, Pennsylvania, unless another site is mutually agreed between the 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 the Demand for Arbitration is filed with the American Arbitration Association.
- 12) **COSTS TO YORK:** In the event it becomes necessary for York to incur any costs or expenses in the collection of monies due York from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse York for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
- 13) **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of York's offer to sell, constitute the entire agreement between York and Buyer. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of York.
- 14) **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein without the prior written consent of York. Any actual or attempted assignment without York's consent shall entitle York, at its sole option, to cancel this contract and, in such event, York shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.