

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$ 18,609.00

Payment to be made as follows: Net 30

P.O. #

SEE ATTACHED TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature Kirt Abbott

Signature _____

Standard Contract Terms and Conditions

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Hunzeker Service Agency (HSA), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is HSA's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, HSA shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by HSA on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price. The Contract Price includes standard ground transportation and all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by HSA and labor as required by law.

Exclusions From Work. HSA's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

Construction Procedures. HSA shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay HSA's invoices within net thirty (30) days of invoice date. HSA may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by HSA, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order.

If payment is not received as required hereby, HSA may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to HSA for all reasonable shutdown, standby and start-up costs as a result of the suspension.

All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by HSA in attempting to collect amounts due.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of HSA, all dates provided by HSA or its representatives for commencement, progress or completion are estimates only. While HSA shall use commercially reasonable efforts to meet such estimated dates, HSA shall not be responsible for any damages for its failure to do so.

Access. HSA and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by HSA and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. HSA's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. HSA shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from HSA's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. HSA shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if HSA encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, HSA shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in HSA's cost of, or time required for, performance of any part of the Work, HSA shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. HSA's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by HSA, there are no Hazardous Materials on the Premises that will in any way affect HSA's Work and Customer has disclosed to HSA the existence and location of any Hazardous Materials in all areas within which HSA will be performing the Work.

Should HSA become aware of or suspect the presence of Hazardous Materials, HSA may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by HSA. HSA shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall HSA be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If either party shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall, at the election of either party, (i) remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to the other party, in which event Customer shall pay HSA for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give HSA the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to HSA for all Work furnished to date and all damages sustained by HSA (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; (2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (3) Any substantial failure by Customer to perform or comply with any material provision of this Agreement, provided that such failure continues for thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to begin to cure and proceed to completion thereof as quickly as reasonably possible.

Indemnification. HSA and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property of the other or other persons, arising out of or resulting from the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions which occurred prior to expiration or termination. Customer and its insurer(s) waive all rights of subrogation against HSA and any of its subcontractors, agents, officers, and employees with respect to any damage to property. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. HSA warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), HSA equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in HSA's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trane equipment not installed by HSA the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, HSA will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to HSA until said Equipment and Work have been paid for in full and then said liability shall be limited to HSA's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by HSA, improper operation, or normal wear and tear under normal usage. HSA shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Minnesota.

Assignment. Neither HSA nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

Complete Agreement. This Agreement, together with any documents incorporated herein by reference, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. Any incorporation herein by reference to any provisions of any construction contract to which HSA is not a signatory shall be limited to provisions directly relating to the scope of the Work.

Hunzeker Service Agency