



JASCKO Corp.
HVAC Solutions

JASCKO CORP EQUIPMENT QUOTATION

Attention:	Monroe County School District	Quote Date:	0045713245
Job Name:	Coral Shores High School CU 2909	Quote Number:	February 23, 2022
Job Location:	Tavernier, FL	Addenda Reviewed:	0222JNOR0512
Engineer:			None

We at Jascko Corp are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
CU 2909	1	38AUZA16A0P6-0A0C0	Condensing Unit The following items are included: <ul style="list-style-type: none"> Voltage: 460-3-60 Unit Size: 15 Tons (16) Packaging: Standard Packaging Refrigerant Options: Standard Base Unit Controls: Standard Electrical Mechanical Controls Electrical Options: Non-fused Disconnect Condensor Coil Options: E-Coated Al/Cu with Louvered Hail Guard Liquid Line Solenoid Valve and Coil, Sight Glass Complete Unit 5-Year ALL parts "38AUZ16-25-RU5" (Labor is not included) Special Coating As per ASTM B-117, Entire Unit
	1	Freight	Final Delivery to Coral Shores High School (You Unload)



Lead Time (estimate, not guaranteed) 16-18 weeks plus shipping. Subject to change with out notice.

The product and accessory time reflect production slot availability and is not a guarantee of order lead time. Multiple component and material suppliers are experiencing delays related to Covid-19, due to forced factory shutdowns, reduction in production capacity, or delayed materials or sub-components. Actual order lead time will depend on component availability. Lead times are subject to change. This report is not a guarantee of actual lead time. Actual order ship date will be verified at order scheduling which can take up to 3 business days after order placement. All lead times quotes are EX-Factory and are subject to prior sale and plant capacities.

Total Net Sell Price excluding sales tax:
PRICE VALID FOR 30 DAYS ONLY

QUOTATION NOTES:

We reserve the right to correct errors and/or omissions without penalty including pricing. It is the responsibility of the buying/installing contractor to verify all aspects including performance, size and options of the equipment prior to ordering or releasing equipment into production. Guaranteed

Note:

- 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.

The following items are NOT included with the equipment identified above:

- | | |
|---|---|
| <ul style="list-style-type: none"> Owner training Actuators, Controls, Pipes or Hoses – BY OTHERS TXV is not included (to be provided by installing contractor – BY TOHERS) Thermostat, BMS, Controls or any type of system integration – BY OTHERS Installation, rigging, carting. Equipment base/pad and anchor bolts. Any piping or accessories except as noted elsewhere in this proposal. Hurricane Tie downs, wind load ratings, signed and sealed drawings except as noted elsewhere in this proposal. Electrical work including power and control wiring except as noted elsewhere in this proposal. All instrumentation mounted in field piping. | <ul style="list-style-type: none"> Commissioning support - \$225/hr BACnet programming and interface with BAS – add \$225/hr Installation of accessories shipped separately First response labor (warranty is to correct defects in materials and workmanship only) Special Seismic treatment or calculations Offload, rigging, installation Any warranties other than those noted Maintenance contract, Commissioning Any external piping, power wiring, control wiring, pump interlock wiring External valves, sensors, controllers Any DX piping or refrigerant specialties |
|---|---|

- DX piping sizing or design
- Vibration isolation

- Installation of sound attenuating kit

SPECIAL NOTES:

1. Above price is firm and will remain in effect for 30 days.
2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
3. Compliance to local codes neither guaranteed nor implied.
4. All orders subject to credit acceptance by Jascko Corp Management.
5. Equipment is manufactured under strict Carrier Corporation manufacturing standards and in compliance with the National Electric Code.
6. Jascko Corp does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
7. Holiday or weekend work required on Carrier start-ups is not included in the above proposal unless otherwise noted.
8. Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.
9. Jascko Corp's Terms of Sale, attached hereto and incorporated herein, shall govern all transactions without exception. Acceptance of the merchandise shall constitute the buyer's agreement to all of seller's Terms and Conditions and to pay all seller's cost of the collection hereof including reasonable attorneys' fees.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Jascko Corp's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide to or safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Jascko Corp's performance is delayed or suspended as a result of the Covid-19 Pandemic, Jascko Corp shall be entitled to an equitable adjustment to the project schedule and/or the contract price.
5. The product and accessory time reflect production slot availability and is not a guarantee of order lead time. Multiple component and material suppliers are experiencing delays related to Covid-19, due to forced factory shutdowns, reduction in production capacity, or delays materials or sub-components.

Jascko Corp, is pleased to quote on equipment for the above project, subject to approval of the engineer, architect, and owner. The proposal is based on the counts, accessories and descriptions as listed. Please advise if requirements differ so that pricing may be adjusted accordingly. Jascko Corp extends to the Buyer the warranties of the respective manufacturers of the products sold. **JASCKO CORP ITSELF MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY GOODS SOLD, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** All purchase orders are subject to acceptance by the company.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. **Should you have any questions concerning the above quotation, please feel free to contact Javier Noriega @ Jascko Corp (Cellular) 305-301-4221 personally.**

Sincerely,

Javier Noriega
Account Manager
Jascko Corp – Carrier Miami DSA

TERMS OF SALE

- 1. CONTRACT:** Seller's specific and general terms and conditions of sale as set forth below shall constitute the contract. All equipment, goods and services ("equipment") are sold and delivered only under this contract. Modifications are void unless in writing and signed by Seller's authorized representative. In case of conflict between specific terms and conditions on the face hereof or any attached exhibit hereto and these general terms and conditions, the specific shall prevail. In the event of conflict between the terms and conditions of this contract and any other forms, purchase orders, documents or instruments of Buyer, the provisions of this contract shall prevail. This contract is subject to acceptance by Seller at its home offices in Miami, Florida. Seller reserves the right to correct typographic or stenographic errors on the face hereof.
- 2. PRICES:** This contract supersedes all previous quotations proposals. Seller reserves the right to correct any errors or deletions contained herein. Unless otherwise specified, prices quoted to do include any applicable property, sales, use, privilege or any export or import taxes, customs duties, brokerage fees, freight, insurance, container packing or the like, all of which shall be for the account of and be paid by Buyer. Applicable taxes, if any, shall be paid by the Buyer either directly to the taxing authority, or if collected by the Seller, to the Seller upon receipt of the Seller's invoice for the amount of the tax. In the case of controversy as to whether this transaction is taxable, Buyer agrees to remit the amount of the tax to the Seller pending a specific ruling from the taxing authority which assesses or collects the tax.
- 3. PAYMENTS:** Terms of payment shall be specified on the face hereof. If shipments are delayed by Buyer, invoices may be rendered on date(s) Seller is prepared to make shipment(s). If completion of manufacture or shipment is delayed by Buyer, invoices may be rendered when delay is ascertained, based upon percentage of completion. Goods held as a result of Buyer's inability or refusal to accept delivery are at the risk and expense of Buyer. Interest at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid in full by Buyer within (20) days of the due date thereof. Such interest shall be in addition to the purchase price payable hereunder. In the event Seller commences a legal action or suit to collect the purchase price or any part thereof, Buyers shall, in addition to the full purchase price, be liable for all costs and expenses of such legal action or suit (including reasonable attorneys' fees).
- 4. SHIPMENT:** Shipment / delivery dates are approximate. Unless otherwise specified on the face hereof, all equipment will be shipped F.O.B. point of shipment. Title and risk of loss shall pass to Buyer upon delivery to common carrier. If freight must be prepaid, payment will be made for the account of Buyer.
- 5. DAMAGE CLAIMS; SHORTAGES:** All claims for damaged or missing Equipment must be noted on the bill of lading at the time of receipt and Buyer must immediately thereafter file a claim with the freight carrier. Seller shall not have any liability for, nor any obligation to consider, any claim or damaged Equipment or Equipment shortages which are not received by Seller, in writing, within ten (10) days of Buyer's receipt of shipment. Claims so received by Seller within such ten-day period will be considered by Seller, but will only be allowed when justified in Seller's opinion.
- 6. LOSS, DAMAGE OR DELAY:** Seller shall not be liable for breach of covenant or condition, loss, injury, delay, damages or other casualty due to labor disturbances, embargoes, riots, storms, fires, explosions, acts of God, war, acts of hostility, terrorism, inability to obtain necessary labor or raw material from usual suppliers, breakdown or manufacturing facility, change in economic conditions, or any cause beyond Seller's control.
- 7. WARRANTIES; DISCLAIMERS:** Seller makes no warranties either express or implied with respect to any merchandise sold. Seller specifically disclaims all warranties implied by law. The only warranties applicable to this merchandise are those of the manufacturer or as otherwise expressly agreed in writing by Seller. No employee or representative of Seller has authority to bind Seller to any representation, affirmation or warranty not specifically included herein.
- 8. LIMITATION OF LIABILITY:** All remedies of Buyer arising out of this transaction or with respect to the Equipment shall be limited exclusively and in lieu of any and all other remedies to those contained in these terms and conditions, whether based upon breach of warranty, contract, negligence, strict liability or any other theory. Seller's liability is limited to the manufacturer's warranty as described. IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYER ARISING OUT OF THIS TRANSACTION OR THE USE OR THE MISUSE OF ANY EQUIPMENT OR ANY PART THEREOF, WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OF ANY OTHER THEORY.
- 9. DEFAULT:** If Buyer shall fail to pay all or any part of the sums due or to become due to Seller, keep and perform any of Buyer's obligations herein, become insolvent or become a party to any federal or state insolvency proceeding or receivership, or become a judgment debtor, any sum due or to become due may, at the option of the Seller, become immediately due and payable in full and concurrently, or in the alternative Seller may at its option terminate this contract and exercise any other remedies available under applicable law. Waiver of any default shall not be a waiver of any other subsequent default.
- 10. INDEMNIFICATION:** Buyer shall indemnify and hold Seller harmless from all claims, liabilities, damages, costs and expenses incurred in connection with any action or proceeding commenced against Seller to which Seller is made a party, relating in any manner to the Equipment, except only to the extent it is determined that Seller's acts or omissions has directly caused any damages to the party or parties seeking recovery for the same.
- 11. CANCELLATION:** This contract may be cancelled by Buyer only with the written consent of Seller and upon reimbursement for any and all expenses and other losses incurred as a result of such cancellation including Seller's actual out of pocket costs, overhead and anticipated profit.
- 12. PERMITS:** Buyer will secure and provide, at its own expense, any and all necessary licenses, permits and inspections necessary to permit the lawful purchase, installation and use of the Equipment.
- 13. CHANGES:** Seller reserves the right to make, at any time, such changes in Equipment design, selection or components, construction, arrangement or equivalent. Changes in material, supplies, labor and/or changes made at the request of Buyer shall be at the expense of Buyer. Buyer hereby agrees to pay for the same upon receipt of the Seller's invoice. Changes or alterations made by Buyer or made by Seller (over its recommendation against the same) shall be Buyer's risk and responsibility.
- 14. RETAINED SECURITY INTEREST; SUBORDINATION AGREEMENTS:** Until such time as the entire purchase price of the Equipment has been paid, Buyer hereby grants to Seller a security interest in the Equipment to secure the payment of same. The rights and remedies of Seller, as a secured party with respect to the Equipment shall be governed by the Uniform Commercial Code, or equivalent statutes of the State in which the Equipment is located. Buyer authorizes seller to execute and record on behalf of Buyer such financing statements and other instruments as Seller may deem necessary to perfect or protect its security interest in the Equipment. Upon demand, Buyer agrees to deliver to Seller subordination agreements from landlords or mortgagees whose property the Equipment is located or installed by which any landlord lien, or mortgage lien, or other interest or claim of such party shall be subordinated to Seller's security interest in the Equipment. Until Seller has been paid in full, Buyer shall maintain all risk insurance on the Equipment, protecting against any loss or damage thereto and Seller shall be named as loss payee thereof with respect to the Equipment. Buyer shall provide Seller proof of such insurance upon demand.
- 15. NOTICES:** Notices may be delivered by overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this contract, or at such other address as such party shall have notified the party in writing.
- 16. NOT TRANSFERABLE:** This contract is not transferable or assignable by Buyer without the prior written consent of Seller. Paragraph captions are for convenience only and shall be not be construed to define or limit the operative provisions of this contract.
- 17. AMENDMENTS:** No amendment, change to or modification of this contract, or any of the schedules or attachment hereto, shall be valid unless the same shall be in writing and signed by thy party or parties to be charged therewith.
- 18. APPLICABLE LAW:** This transaction shall be governed by the laws of the State of Florida. Any and all actions and proceeding relating to or arising from this contract shall be commenced and shall remain in Florida.
- 19. RETURNS:** Equipment may be returned only with Seller's prior written consent, and then only on such terms as the manufacturer may specify. All returns will be subject to a 45% handling charge and freight must be prepaid by Buyer. THESE TERMS OF SALE ARE INCORPORATED BY EACH AND EVERY PROPOSAL ISSUED BY JASCKO CORP.

Accepted By: _____	Quote Date: February 23, 2022
Name: _____	Quote Number: 0222JNOR0512
Title: _____	PO Number: _____
Company: Monroe County School District	Job Name: Coral Shores High School CU 2909
Date: _____	Total Sell Price (Excl Tax):