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Proposal

Date: November 11, 2013

Submitted to: College Station ISD
College Station, Texas

Job: Rock Prarie Elementary
Boiler Replacement

Attention: Renea Ramirez

Phone: 979-694-5688

Email: ramirez@cdisd.org

Entech to furnish, install and boiler replacement per plans and specifications provided. MEP 1.01 and MEP 2.01. Offered as a BUY BOARD PO Offering.

Boiler Replacement:

- Entech to provide (2) Packaged High efficiency Boilers
- Entech to provide (2) Hot water pumps
- Entech to provide (2) Combination Size (1) motor starters
- All associated Wiring for Boiler Controls (safeties) and Pumps
- New Air /Dirt Separator
- New Pot Feeder
- Removal and Install of equipment
- Pipe installation and insulation
- Startup, Submittals and Training
- Permits
- Engineered drawings and asbuilts
- LEAD TIME 5 WEEKS ARO.
- Flush and Water Treatment to bring loop in Plant to specific PH.
- Will test Water prior to work and provide results to owner for corrective action if necessary.

Exclusions:

- Expediting beyond stated delivery above.
- Delta BMS Controls or intallation therof (Wells only).
- Domestic Water or work not indicated on Drawings provided.
- Other items not meeting code
- Rellocation of existing utilities
- Bond of any type.
- Items not specifically mentioned above.
- Does not include corrective chemical treatment for entire hot water loop if not within desired parameters currently.

BuyBoard JOC Project Cost: \$ 110,082.00 plus applicable tax

Add for Bond if Required: \$2,652.00

Submitted by: Rob Emmert

This proposal may be withdrawn by us if not accepted within 30 days.

Houston Office • Entech Sales & Service, Inc. • 1930 Lauder Road • Houston, Tx 77039

Phone • 281-506-9090 Fax • 281-227-8010

www.entechsales.com

TACLA0030947C

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599. www.license.state.tx.us



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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the 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. All sales are per Entech's standard terms and conditions.

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November 11, 2013

Rene' Ramirez
Construction Coordinator
COLLEGE STATION ISD ROCK PRAIRIE ES
3400 WELSH AVE
COLLEGE STATION, TX 778457900

Re: Boiler R&R Rock Prairie

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Our highly qualified team of engineers and service technicians understands the issues customers face. In a collaborative development process, our experts work with customers to identify and implement strategic solutions targeted to financial and operational objectives. Benefits include reduced operating cost, maximum equipment uptime, better asset utilization, increased productivity and peace of mind.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Duane Davis
Service Sales Rep
Carrier Corporation



Address 9350 Kirby Dr., Ste. 300
Houston, Texas, 77054
Phone (713) 797-8935
Fax
E-mail ronald.d.davis@carrier.utc.com

Contact Name Rene' Ramirez
Account Name COLLEGE STATION ISD ROCK
Phone (979) 694-5688
Site Address 3400 WELSH AVE
COLLEGE STATION, TX, 778457900
Estimate Date 11/06/2013
Quote Number 00068915

Job Description Boiler R&R Rock Prairie

Scope of Work

Replace Boiler to Rock Prairie School. Turn Key installation, owner negotiated via BuyBoard utilizing drawings provided by KME.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. Additional exclusions are noted below:

Carrier is not responsible for errors and omission on either drawings or specifications. We hold the Drawings as the Final Word should dispute arise. Carrier is not responsible for any potential building code upgades. Owner is responsible for testing and abatement of asbestos, if required

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$163,175.92

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Duane Davis

Carrier Commercial Service

Customer Acceptance (typed/printed name)

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions file shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
2. **EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS** - In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
7. **WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS - Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599

Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765



TDIndustries

Excellence through Employee Ownership

Company:	College Station Independent School District	Job Name:	Boiler Replacement at Rock Prairie Elementary School
Address:	2000 Welsh College Station TX 77840	Address:	3400 Welsh Ave College Station TX
Contact:	Rene Ramirez		
Phone No.:	979-820-2118	Date:	November 11, 2013
Email:	rramirez@csisd.org	Quote No.	20131111.WH

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope:

1. Perform pre-task safety plan.
2. Disconnect utilities from existing boiler. Safe off.
3. Remove boiler from mechanical room. Set on owner's trailer for owner to dispose.
4. Set (2) new boilers on the existing housekeeping pad. Extend pad as necessary.
5. Provide and install gas and heating hot water piping. New heating hot water piping will be insulated with fiberglass.
6. Provide and install chemical water treatment pot feeder. The cleaning of the existing heating hot water piping system is expected to take several days.
7. Provide and install stainless steel vents for both boilers. We will reuse the existing roof opening for both boiler vents.
8. Provide and install new air separator, air vent and earnest gauge.
9. Startup and test for proper operation.
10. Clean work area and discuss with customer.

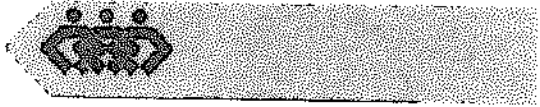
NOTE: TDIndustries participates in BuyBoard.

Clarifications:

- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal with pricing subject to review after 30 days from the date of proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- We have assumed that the existing heating hot water piping system is 5,000 gallons or less.
- We have included three (8) hour days of owner training, as specified.

Exclusions:

- Temporary heating during demolition and replacement of boilers.
- Coordination drawings for mechanical room.
- Building Automation System work.
- Special communication cards for boilers to interface with BAS.
- A technician for the assistance of TAB beyond the boiler room equipment.
- Flushing and certification of existing domestic water system.
- Building ventilation for 48 hours after project completion.
- Cleaning or refurbishing of existing equipment to remain.
- Additional hangers for existing systems.
- Painting.



TDIndustries

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- Additional work required to meet OSHA or code standards.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Repairs or modifications of existing mechanical equipment or systems.
- Energy Management System (EMS) or connection to EMS.
- Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.

Total Price for Labor and Materials (Excluding Sales Tax)-----\$ **147,262.00**

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Wendy Hipes
Project Manager
Office # (713) 996-2799
Cell # (832) 309-2058
wendy.hipes@tdindustries.com

Accepted by _____

Date _____



TD Industries

Excellence through Employee Ownership

LIMITED WARRANTY

- 1 EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TD INDUSTRIES: TD Industries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TD Industries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- 2 **Workmanship - Repair Installation** - TD Industries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. **Sewer and Drain Cleaning** - TD Industries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.

This proposal is submitted for customer's consideration with the understanding that it must be approved by TD Industries, Inc. after its acceptance by the customer and is not binding upon TD Industries, Inc. until so approved in writing.

Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TD Industries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TD Industries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

STANDARD TERMS AND CONDITIONS

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

- 1 TD Industries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TD Industries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TD Industries, Inc. TD Industries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TD Industries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TD Industries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- 2 If TD Industries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TD Industries, Inc. will stop work and report the condition to the owner or owners' representative. TD Industries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
- 3 Any installation dates given in advance are estimated. Installation will be subject to prior orders with TD Industries, Inc. TD Industries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TD Industries, Inc. reasonable control.
- 4 On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
- 5 In the event Customer requires TD Industries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TD Industries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TD Industries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
- 6 The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TD Industries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
- 7 If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TD Industries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
- 8 All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TD Industries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
- 9 No oral representations are binding upon TD Industries, Inc. unless reduced to writing and signed by an authorized representative of TD Industries, Inc. All changes to this contract must be in writing.

Revised 05-09-2008

8801 Jameel, Suite 100, Houston, TX 77040 - 713-939-1986, Fax #713-996-2457
License # A/C TACL-A00904C Houston, Plumbing M-10945 Houston, Electrical N/A, Sanitary Sewer N/A