

DELTRAN TOWNSHIP FIRE DISTRICT #1
BOARD OF FIRE COMMISSIONERS
CAUCUS MEETING
October 9, 2018

The meeting of the Board of Fire Commissioners of the Delran Township Fire District #1 was held on Tuesday evening October 9, 2018 at the fire district office.

President Kendra called the meeting to order at 7:30 pm.

The President announced that this meeting is being conducted within the provisions of N.J.S. 10-4.6 to N.J.S. 10:4-41 titled Open Public Meetings and that the time and place has been posted on the bulletin board of the Municipal Building and was advertised in the Burlington County Times on February 22, 2018.

Other members of the Board of Fire Commissioners and appointed persons present were Commissioners; James Bauer, Joseph Parento, Chief John Martino, Battalion Chief #231 Forman Shemeley, Battalion Chief #232 Kevin Peak, Lieutenant #232 Joey Cunningham. Commissioner Kinney, Commissioner James Turcich, and Deputy Chief Joseph Cunningham were excused.

The President announced to stand for a moment of silence for #232 Lt. Craig Pennell who passed away Wednesday, October 3, 2018 from injuries that he sustained from a M.V.C.

Dave Kinney made a motion, which was seconded by James Bauer to upgrade the Firehouse software and purchase the IFC 2015 Codes – New Jersey Amendments for the district office and both stations. The Board was polled. All AYES. The motion was carried.

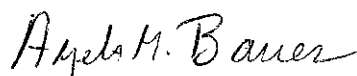
James Bauer made a motion, which was seconded by Dave Kinney to accept Hutchinson quote of \$11,950 for pipe installation and start up four hanging heaters for Station #232 and; the quote of \$8,570 to start up and hang one heater at Station #231. The Board was polled. All AYES. The motion was carried.

#2310 B/C Shemeley reported that a cover will be at Station #231 for the funeral on Saturday, October 13.

#2320 B/C Peak discussed foam task force.

As there was no further business to discuss a motion was made by James Bauer and seconded by Joseph Parento to adjourn the meeting at 8:10 pm. The Board was polled. All AYES. The motion was carried.

Respectfully submitted,



Angela M. Bauer
Clerk of the Board

MECHANICAL SERVICES · ENERGY SERVICES · DESIGN & CONSTRUCTION

Date:10/08/2018

To Delran Firehouse

Chester Ave

Delran NJ 08075

Attn: Ang & Jim
Bauer

Job Name: Delran Fire
Hanging Heaters

Install piping and start up of 4 customer supplied Hanging Heaters

Hutchinson Mechanical Services is pleased to submit this proposal for your review and consideration:

Hutchinson will provide the following of work:

- **Furnish and install all necessary piping for new hanging heaters in truck bays**
- **Furnish materials and labor to install new control wiring high voltage power from panels to units with high voltage thermostat at one location to turn heaters on when bay doors open up**
- **Supply labor to set up new heaters with new boiler system**
- **Supply labor at prevailing wages per state requirements and specifications**

WARRANTY

- Hutchinson shall warranty all parts and labor for one (1) year from the date of installation.

Notes and Exclusions:

- Cost of permits (permits to be invoiced to customer at cost)
- Any high Voltage or permits

Price

\$11,950.00

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 below.

1. Payment Terms - Payment will be made at the following times:

- A. Initial payment of \$ _____ upon acceptance of this Purchase Order (the "Deposit").
- B. Based upon Applications for Payment submitted to the Owner by Hutchinson, the Owner shall make progress payments on account of the Contract Sum to Hutchinson as provided below:

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The amount of each progress payment shall be computed as follows:

- i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing); and
- iii. Subtract the aggregate of previous payments made by the Owner.

- C. Change orders will be paid upon issuance of the change order.

2. Interest - Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of one and a half percent (1½%) per month.

3. Monthly Lease Purchase Option: A monthly lease purchase option may be available through Hutchinson's approved leasing relationships. This is not a formal commitment to provide financing. Formal financing commitments and final terms are subject to

621 Chapel Avenue, Cherry Hill, NJ 08034

www.HutchBiz.com

George Hutchinson III, LMP, Plumbing Lic. #6311. Edward P. Hutchinson, Master HVACR Contractor Lic. #22700. Hutchinson HIC Reg. #13VH01747500.

credit approval at the time of application. If this option is chosen by Owner and accepted by Hutchinson, a separate payment term sheet shall be attached to this Purchase Order.

4. **Credit Application** - Performance of this Purchase Order is contingent upon submission of a credit application by Owner and subsequent approval by Hutchinson.
5. **Insurance** - A copy of Hutchinson's certificate of commercial general liability insurance and the telephone number of Hutchinson's insurance company issuing the certificate are attached to the Purchase Order as an Exhibit. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance as well as property insurance on an "all-risk" or equivalent policy form, including builder's risk.
6. **Permits** - Permits and fees are the responsibility of the owner.
7. All work is priced for work during regular work hours at Open Shop wage rates
8. The contents of this proposal and any other cost or pricing data are proprietary information generated by Hutchinson Mechanical Services for the use only by the client. Contents may not be copied or used for any purpose other than for evaluation by the client. Any other use than that described above is prohibited unless authorized in writing by Hutchinson Mechanical Services.
9. **Authority to Enter Into Agreement** - Hutchinson and Owner each represents and warrants that it is authorized to enter into this Purchase Order and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.
10. **Terms and Conditions** - Hutchinson's standard set of Terms and Conditions is hereby incorporated into this Purchase Order as though set forth at length.

This Purchase Order is effective once executed by all parties.

Customer Acceptance: _____

Date of Acceptance: _____

Contractor Acceptance: _____

Date of Acceptance: 07/05/2018

Joe Burk
Commercial Sales Representative

NOTE: We may withdraw this proposal if not accepted within 30 days

Terms and Conditions

1. **Terms and Conditions of Sale** - These Terms and Conditions constitute the offer of Hutchinson to sell to Owner the goods, materials, and equipment (collectively as the "Goods") and/or to perform the labor and services (collectively as the "Services") set forth on the face of this document (and as defined there as the "Work"). These Terms and Conditions shall govern this transaction, notwithstanding any additional and/or differing terms and conditions set forth on any documentation of Owner. Hutchinson hereby

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objects to any different and/or additional terms and conditions, and shall not be bound by any such different and/or additional terms and conditions except those which may be expressly accepted by it in writing.

2. **Terms of Payment** - Unless otherwise set forth in the Purchase Order, payment must be made within 30 days from the date of invoice. When delivery and/or work in process are delayed by the Owner, Hutchinson may require additional payment. The Goods held for the Owner will be at the risk and expense of the Owner.
3. **Payment Assurance**
 - a. If, in the opinion of Hutchinson, the financial condition of the Owner is such that Hutchinson concludes that payment to Hutchinson may be at risk, Hutchinson may require the Owner, before shipment of the Goods and/or commencement of any Services, to arrange terms of payment satisfactory to Hutchinson.
 - b. In the event of the insolvency, bankruptcy or default of the Owner, Hutchinson shall be entitled to cancel any outstanding Purchase Order, to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of all the Goods provided under the Purchase Order until the charges therefor are paid. If the charges are not paid by Owner within ninety (90) days of completion of the Work and invoicing, Hutchinson shall be entitled to sell the Goods at a public or private sale, upon written notice to the Owner.
 - c. In consideration of Hutchinson's agreement to receive payment, in whole or part, after delivery of the Goods and as security for payment, Owner grants to Hutchinson a security interest in the Goods, any and all additions, accessions, substitutions and proceeds. This security interest attaches upon delivery, and Hutchinson may file a financing statement.
4. **Proposals** - Any proposal submitted to Owner by Hutchinson is void once these Terms and Conditions are accepted and, in the meantime, are subject to change upon notice.
5. **Price Policy**
 - a. **Price Adjustment:** Any increase in Hutchinson's costs due to governmental legislation, regulation or order providing for tax on any work, materials, goods, sales, use or process, or providing for any regulation or control of Hutchinson's purchases, materials, labor costs, sales or business, may be added to the price specified as to any undelivered portion of such order.
 - b. **Taxes:** Quoted prices are inclusive of sales tax. Any other pricing is exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales use or excise taxes apply, they will be added to the invoice as a separate item unless the customer has furnished an acceptable tax exemption certificate from such tax prior to shipment.
6. **Delivery - Risk of Loss** - All transportation costs shall be for the account of the Owner, and shall be added to the invoice. Materials furnished by Hutchinson shall be delivered to the Owner at the Project address hereon. Title to and risk of loss of or damage to any material furnished by Hutchinson under the Purchase Order shall pass to the Owner F.O.B. the Project address hereon. Risk of loss or damage to the Owner's materials shall be with the Owner at all times.
7. **Schedule-** Shipping and commencement dates are approximate and are based upon prompt receipt of all necessary information and approved drawings/specifications/patterns/selections whenever required. Any clerical errors are subject to correction. Unless the Owner advises in writing prior to the scheduled first delivery that an earlier shipment is not permissible, Hutchinson reserves the right to ship prior to the order shipping date.
8. **Force Majeure** - Hutchinson shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Owner, riot, embargo, inability or delay in procuring standard or fabricated materials, fuel or energy shortage, vehicle shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
9. **Penalty Clauses** - HUTCHINSON SHALL NOT ACCEPT AND SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGE CLAUSES OF ANY KIND, written or implied, unless specifically approved in writing by a duly authorized representative of Hutchinson.
10. **Warranty**
 - a. Hutchinson, on products or components not manufactured by Hutchinson, will extend to Owner the same warranty it receives. Hutchinson shall have no other liability with regard to such products or components.
 - b. Hutchinson warrants, to the extent to which any of the same may be applicable, that any of the Goods or Services furnished by it on the Owner's behalf or both, shall be free of defects in workmanship and materials.
 - c. Hutchinson shall, upon prompt written notice from the Owner, correct any failure to conform to the applicable foregoing warranty for which written notice is given to Hutchinson within a period of one (1) year after substantial completion of the Work, or shipment of the Goods, requiring correction under this warranty.

- d. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- e. THE REMEDIES PROVIDED ABOVE ARE THE OWNER'S SOLE REMEDIES IN THE EVENT OF ANY FAILURE OF HUTCHINSON TO COMPLY WITH ITS OBLIGATIONS. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of Hutchinson whether the claims of the Owner are based on contract, in tort (including negligence), or otherwise with respect to or arising out of the Work performed hereunder. IN NO EVENT SHALL HUTCHINSON BE LIABLE FOR REASON OF THIS WARRANTY OR OTHERWISE BE LIABLE FOR EITHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- f. This Warranty shall be void if the included equipment, in Hutchinson's judgment, has been subject to misuse, negligence, accident, fire, lightning, improper power including but not limited to under or over voltage, single phasing, reverse phasing, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's recommendations.
11. **Limitation of Liability**
- a. Hutchinson, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence, breach of warranty, strict liability, default, or any other reason arising out of the use or handling of its product or its performance on this Purchase Order), or otherwise for damage or loss of, including but not necessarily limited to, other property or equipment, loss of business, profits or revenue, promotional or manufacturing expenses, injury to reputation, or loss of customers, loss of use of equipment, cost of capital, cost of purchased or replacement material or goods, claims of customers of the Owner, to the extent that such liability extends Hutchinson's obligations beyond the price paid to Hutchinson for the item(s) on which such claim is based, and Hutchinson shall not be liable for any special, indirect, incidental, consequential or punitive damages whatsoever.
- b. THE REMEDIES OF THE OWNER SET FORTH HEREIN ARE EXCLUSIVE and the liability of Hutchinson with respect to any Purchase Order shall not exceed the price set forth herein for the work.
12. **Indemnification** - Owner shall hold Hutchinson harmless from any and all damages that arise out of this Purchase Order to the extent caused by Owner or any entity within the control of Owner, including, but not limited to, damages incurred as a result of Hutchinson's adherence to Owner's specifications and/or standards.
13. **Returned Goods** - The Goods shall not be returned to Hutchinson by the Owner without the Owner having secured approval and terms for return from Hutchinson. If the Goods are returned without complete identification in accordance with Hutchinson's instructions or without charges prepaid, the Goods will not be accepted. Hutchinson reserves the right to refuse any of the Goods returned for credit. The Goods returned and accepted will be subject to a minimum 20% restocking charge.
14. **Termination**
- a. The Purchase Order shall not be terminated, in whole or in part, by the Owner except by agreement in writing from Hutchinson, and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by Hutchinson plus a charge of 35% of costs to compensate for indirect costs resulting from the termination.
- b. The Purchase Order may be terminated at any time by the mutual agreement of the parties, which agreement shall specify their respective remaining rights and duties.
- c. The Purchase Order may be unilaterally terminated by Hutchinson for default by Owner.
- d. The Owner may terminate the Purchase Order if Hutchinson repeatedly refuses or fails to supply enough properly skilled workers or proper materials; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Purchase Order. When any of the above reasons exists, the Owner may, after giving Hutchinson fourteen (14) days' written notice and Hutchinson fails within that fourteen (14) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may terminate the Purchase Order.
15. **Default/Breach** - Owner shall be liable to Hutchinson for any costs and reasonable attorney's fees to enforce these Terms and Conditions including but not limited to payment under Article 2 of the Purchase Order should Owner default or breach any provision of the Purchase Order.
16. **Escalation** - In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the Purchase Order through no fault of Hutchinson, the Purchase Order sum, schedule for delivery or Purchase Order requirements shall be equitably adjusted by change order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 10% percent between the date of this Purchase Order and the date of delivery.
17. **Manufacturer/Subcontractors Relations** - Owner shall have no direct contact with any of Hutchinson's manufacturers or subcontractors until the completion of the Purchase Order, and any modifications thereto. Once the warranty pursuant to the

warranty clause of the Purchase Order begins to run, Hutchinson assigns to Owner any and all warranty rights that Hutchinson had with its manufacturers/subcontractors and Owner's sole avenue to enforce the manufacturer/subcontractor's guarantees and warranties for goods, equipment or materials covered under this Purchase Order shall be against the manufacturer/subcontractor, and Owner hereby waives any rights it may have against Hutchinson relating to said warranty.

18. **Change Orders** - There shall be no additions to or other modifications of the Purchase Order price, scope, terms or schedule except as set forth in this Purchase Order. If such changes become necessary, any alteration of the Purchase Order price, scope, terms or schedule shall be covered by a separate written change order. No amendment, modification or waiver of the terms of these Terms and Conditions shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound.
19. **Merger and Waiver** - These Terms and Conditions and any attached Exhibits or Addenda are the entire agreement between the parties with respect to the subject matter hereof, there being no prior or contemporaneous written or oral promises or representations not incorporated herein. The failure of either party to enforce at any time or for any period of time any of these provisions of this Purchase Order shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.
20. **Applicable Law and Venue** - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in a court of law of the State of New Jersey or, at Hutchinson's sole option, through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The dispute resolution process used here shall be in addition to any rights and remedies available under applicable mechanic's lien laws or bond rights.
21. **Assignment** - This Purchase Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and designees; provided however, that Owner shall not have the right to transfer, assign or delegate its rights or obligations under this Purchase Order or any portion thereof without the prior written consent of an authorized representative of Hutchinson.
22. **Exclusions** - Hutchinson's Work does not include the following, unless specifically described in the scope of Work: any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems.
23. **Hazardous Materials** - Hutchinson's Work does not include the following: Identification; detection; abatement; encapsulation or removal of asbestos or any products or materials containing asbestos; or any other products or materials that are classified as hazardous. If such materials are encountered during performance of the Work, Hutchinson has the right to cease all Work until all appropriate safety and environmental measures have been taken, and it is safe in Hutchinson's judgment, to resume work.
24. **We do not include the following:** Any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems. Our work is based on having proper access to working area.
25. **Mold and Radon** - OWNER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES HUTCHINSON, HUTCHINSON'S AGENTS, HUTCHINSON'S EMPLOYEES, HUTCHINSON'S AGENTS AND SUBCONTRACTORS AND ANY OFFICER OR PARTNER OR ANY ONE OF THEM, AND ANY PERSON, FIRM OR CORPORATION, WHO MAY BE LIABLE BY OR THROUGH THEM FOR ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING PROPERTY DAMAGE AND PERSONAL INJURIES AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF RADON AND/OR MOLD IN ANY ROOM OR PORTION OF THE BUILDING AND OTHER IMPROVEMENTS WHICH ARE THE SUBJECT OF THIS AGREEMENT.
26. **Maintenance** - Owner should read the Manufacturer's Warranty Certificate as well as all Owner's Manual(s) for all equipment installed pursuant to this Purchase Order. Owner is responsible for proper operation and maintenance of the equipment provided by Hutchinson, including cleaning the condensate drain, the condenser, the evaporator coil, and cleaning and replacement of air filters. For an additional fee, Hutchinson can perform some or all of this maintenance for Owner.
27. The content of this Purchase Order and any proposal related thereto is proprietary information generated by Hutchinson for use only by the Owner. Any other use than that described above is prohibited unless authorized in writing Hutchinson.

MECHANICAL SERVICES · ENERGY SERVICES · DESIGN & CONSTRUCTION

Heating · Air Conditioning · Energy Services · Plumbing

Date: 9/10/2018

856-429-5807
856-429-4995 (Fax)

To: **Delran Fire**
6 Bridgeboro Street
Delran, NJ 08075

Proposal No: 9102018
Job Name: 1 Heater
Job location: Same
Contact: Marc Taylor
Phone: 856-220-9764

Attn: Marc Taylor

Installation of one (1) New Infra-red Tube Heater

Hutchinson Mechanical Services is pleased to submit this proposal for your review and consideration:

Hutchinson will provide the following scope of work:

- Furnish and install one (1) Re-Verber-Ray HL3 - 60' Premium 2-stage infra-red tube heaters 125,000 BTU's.
- Furnish and install venting to vent thru the roof or thru the side wall. All roofing to be done be customers roofer.
- Connect all low voltage wiring to complete electrical wiring for stat control.
- All necessary Electrical high voltage to new unit is to be done be customers electrician. If needed!
- Hutchinson will remove existing hanging heaters.
- Hutchinson shall start up and commission the new unit upon completion of the installation.

WARRANTY

- Hutchinson shall warranty all parts and labor for one (1) year from the date of installation.
- 10 Years on Heat exchanger part warranty is provided (labor not included)

621 Chapel Avenue, Cherry Hill, NJ 08034

www.HutchBiz.com

William A. Hutchinson Jr, LMP, Plumbing Lic. #5041. Edward P. Hutchinson, Master HVACR Contractor Lic. #22700. Hutchinson HIC Reg. #13VH01747500.

Notes and Exclusions:

- See Terms and Conditions below
- Cost of permits (permits to be invoiced to customer at cost)
- High voltage connections to new units if needed by customers electrician.

Price Tube Heaters

\$ 8,570.00

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 below.

1. Payment Terms - Payment will be made at the following times:

- A. Initial payment of \$ 4,250.00 upon acceptance of this Purchase Order (the "Deposit").
- B. Based upon Applications for Payment submitted to the Owner by Hutchinson, the Owner shall make progress payments on account of the Contract Sum to Hutchinson as provided below:

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The amount of each progress payment shall be computed as follows:

- i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing); and
- iii. Subtract the aggregate of previous payments made by the Owner.

C. Change orders will be paid upon issuance of the change order.

- 2. **Interest** - Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of one and a half percent (1½%) per month.
- 3. **Monthly Lease Purchase Option:** A monthly lease purchase option may be available through Hutchinson's approved leasing relationships. This is not a formal commitment to provide financing. Formal financing commitments and final terms are subject to credit approval at the time of application. If this option is chosen by Owner and accepted by Hutchinson, a separate payment term sheet shall be attached to this Purchase Order.
- 4. **Credit Application** - Performance of this Purchase Order is contingent upon submission of a credit application by Owner and subsequent approval by Hutchinson.
- 5. **Insurance** - A copy of Hutchinson's certificate of commercial general liability insurance and the telephone number of Hutchinson's insurance company issuing the certificate are attached to the Purchase Order as an Exhibit. The Owner shall be responsible for

purchasing and maintaining the Owner's usual liability insurance as well as property insurance on an "all-risk" or equivalent policy form, including builder's risk.

6. **Permits** – Permits and fees are the responsibility of the owner.
7. All work is priced for work during regular work hours at Open Shop wage rates
8. The contents of this proposal and any other cost or pricing data are proprietary information generated by Hutchinson Mechanical Services for the use only by the client. Contents may not be copied or used for any purpose other than for evaluation by the client. Any other use than that described above is prohibited unless authorized in writing by Hutchinson Mechanical Services.
9. **Authority to Enter into Agreement** - Hutchinson and Owner each represents and warrants that it is authorized to enter into this Purchase Order and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.
10. **Terms and Conditions** – Hutchinson's standard set of Terms and Conditions is hereby incorporated into this Purchase Order as though set forth at length.

This Purchase Order is effective once executed by all parties.

Customer Acceptance: _____

Date of Acceptance: _____

Contractor Acceptance: _____

Date of Acceptance: _____

Kevin Eckardt
Commercial Sales Representative

NOTE: We may withdraw this proposal if not accepted within 30 days.

Terms and Conditions

1. **Terms and Conditions of Sale** - These Terms and Conditions constitute the offer of Hutchinson to sell to Owner the goods, materials, and equipment (collectively as the "Goods") and/or to perform the labor and services (collectively as the "Services") set forth on the face of this document (and as defined there as the "Work"). These Terms and Conditions shall govern this transaction, notwithstanding any additional and/or differing terms and conditions set forth on any documentation of Owner. Hutchinson hereby objects to any different and/or additional terms and conditions, and shall not be bound by any such different and/or additional terms and conditions except those which may be expressly accepted by it in writing.
2. **Terms of Payment** - Unless otherwise set forth in the Purchase Order, payment must be made within 30 days from the date of invoice. When delivery and/or work in process are delayed by the Owner, Hutchinson may require additional payment. The Goods held for the Owner will be at the risk and expense of the Owner.
3. **Payment Assurance**
 - a. If, in the opinion of Hutchinson, the financial condition of the Owner is such that Hutchinson concludes that payment to Hutchinson may be at risk, Hutchinson may require the Owner, before shipment of the Goods and/or commencement of any Services, to arrange terms of payment satisfactory to Hutchinson.
 - b. In the event of the insolvency, bankruptcy or default of the Owner, Hutchinson shall be entitled to cancel any outstanding Purchase Order, to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of all the Goods provided under the Purchase Order until the charges therefor are paid. If the charges are not paid by Owner within ninety (90) days of completion of the Work and invoicing, Hutchinson shall be entitled to sell the Goods at a public or private sale, upon written notice to the Owner.

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- c. In consideration of Hutchinson's agreement to receive payment, in whole or part, after delivery of the Goods and as security for payment, Owner grants to Hutchinson a security interest in the Goods, any and all additions, accessions, substitutions and proceeds. This security interest attaches upon delivery, and Hutchinson may file a financing statement.
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5. **Price Policy**
- a. **Price Adjustment:** Any increase in Hutchinson's costs due to governmental legislation, regulation or order providing for tax on any work, materials, goods, sales, use or process, or providing for any regulation or control of Hutchinson's purchases, materials, labor costs, sales or business, may be added to the price specified as to any undelivered portion of such order.
- b. **Taxes:** Quoted prices are inclusive of sales tax. Any other pricing is exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales use or excise taxes apply, they will be added to the invoice as a separate item unless the customer has furnished an acceptable tax exemption certificate from such tax prior to shipment.
6. **Delivery - Risk of Loss** - All transportation costs shall be for the account of the Owner, and shall be added to the invoice. Materials furnished by Hutchinson shall be delivered to the Owner at the Project address hereon. Title to and risk of loss of or damage to any material furnished by Hutchinson under the Purchase Order shall pass to the Owner F.O.B. the Project address hereon. Risk of loss or damage to the Owner's materials shall be with the Owner at all times.
7. **Schedule-** Shipping and commencement dates are approximate and are based upon prompt receipt of all necessary information and approved drawings/specifications/patterns/selections whenever required. Any clerical errors are subject to correction. Unless the Owner advises in writing prior to the scheduled first delivery that an earlier shipment is not permissible, Hutchinson reserves the right to ship prior to the order shipping date.
8. **Force Majeure** - Hutchinson shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Owner, riot, embargo, inability or delay in procuring standard or fabricated materials, fuel or energy shortage, vehicle shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
9. **Penalty Clauses** - HUTCHINSON SHALL NOT ACCEPT AND SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGE CLAUSES OF ANY KIND, written or implied, unless specifically approved in writing by a duly authorized representative of Hutchinson.
10. **Warranty**
- a. Hutchinson, on products or components not manufactured by Hutchinson, will extend to Owner the same warranty it receives. Hutchinson shall have no other liability with regard to such products or components.
- b. Hutchinson warrants, to the extent to which any of the same may be applicable, that any of the Goods or Services furnished by it on the Owner's behalf or both, shall be free of defects in workmanship and materials.
- c. Hutchinson shall, upon prompt written notice from the Owner, correct any failure to conform to the applicable foregoing warranty for which written notice is given to Hutchinson within a period of one (1) year after substantial completion of the Work, or shipment of the Goods, requiring correction under this warranty.
- d. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- e. THE REMEDIES PROVIDED ABOVE ARE THE OWNER'S SOLE REMEDIES IN THE EVENT OF ANY FAILURE OF HUTCHINSON TO COMPLY WITH ITS OBLIGATIONS. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of Hutchinson whether the claims of the Owner are based on contract, in tort (including negligence), or otherwise with respect to or arising out of the Work performed hereunder. IN NO EVENT SHALL HUTCHINSON BY REASON OF THIS WARRANTY OR OTHERWISE BE LIABLE FOR EITHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- f. This Warranty shall be void if the included equipment, in Hutchinson's judgment, has been subject to misuse, negligence, accident, fire, lightning, improper power including but not limited to under or over voltage, single phasing, reverse phasing, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's recommendations.
11. **Limitation of Liability**
- a. Hutchinson, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence, breach of warranty, strict liability, default, or any other reason arising out of the use or handling of its product or

its performance on this Purchase Order), or otherwise for damage or loss of, including but not necessarily limited to, other property or equipment, loss of business, profits or revenue, promotional or manufacturing expenses, injury to reputation, or loss of customers, loss of use of equipment, cost of capital, cost of purchased or replacement material or goods, claims of customers of the Owner, to the extent that such liability extends Hutchinson's obligations beyond the price paid to Hutchinson for the item(s) on which such claim is based, and Hutchinson shall not be liable for any special, indirect, incidental, consequential or punitive damages whatsoever.

- b. **THE REMEDIES OF THE OWNER SET FORTH HEREIN ARE EXCLUSIVE** and the liability of Hutchinson with respect to any Purchase Order shall not exceed the price set forth herein for the work.
12. **Indemnification** - Owner shall hold Hutchinson harmless from any and all damages that arise out of this Purchase Order to the extent caused by Owner or any entity within the control of Owner, including, but not limited to, damages incurred as a result of Hutchinson's adherence to Owner's specifications and/or standards.
13. **Returned Goods** - The Goods shall not be returned to Hutchinson by the Owner without the Owner having secured approval and terms for return from Hutchinson. If the Goods are returned without complete identification in accordance with Hutchinson's instructions or without charges prepaid, the Goods will not be accepted. Hutchinson reserves the right to refuse any of the Goods returned for credit. The Goods returned and accepted will be subject to a minimum 20% restocking charge.
14. **Termination**
- a. The Purchase Order shall not be terminated, in whole or in part, by the Owner except by agreement in writing from Hutchinson, and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by Hutchinson plus a charge of 35% of costs to compensate for indirect costs resulting from the termination.
- b. The Purchase Order may be terminated at any time by the mutual agreement of the parties, which agreement shall specify their respective remaining rights and duties.
- c. The Purchase Order may be unilaterally terminated by Hutchinson for default by Owner.
- d. The Owner may terminate the Purchase Order if Hutchinson repeatedly refuses or fails to supply enough properly skilled workers or proper materials; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Purchase Order. When any of the above reasons exists, the Owner may, after giving Hutchinson fourteen (14) days' written notice and Hutchinson fails within that fourteen (14) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may terminate the Purchase Order.
15. **Default/Breach** - Owner shall be liable to Hutchinson for any costs and reasonable attorney's fees to enforce these Terms and Conditions including but not limited to payment under Article 2 of the Purchase Order should Owner default or breach any provision of the Purchase Order.
16. **Escalation** - In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the Purchase Order through no fault of Hutchinson, the Purchase Order sum, schedule for delivery or Purchase Order requirements shall be equitably adjusted by change order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 10% percent between the date of this Purchase Order and the date of delivery.
17. **Manufacturer/Subcontractors Relations** - Owner shall have no direct contact with any of Hutchinson's manufacturers or subcontractors until the completion of the Purchase Order, and any modifications thereto. Once the warranty pursuant to the warranty clause of the Purchase Order begins to run, Hutchinson assigns to Owner any and all warranty rights that Hutchinson had with its manufacturers/subcontractors and Owner's sole avenue to enforce the manufacturer/subcontractor's guarantees and warranties for goods, equipment or materials covered under this Purchase Order shall be against the manufacturer/subcontractor, and Owner hereby waives any rights it may have against Hutchinson relating to said warranty.
18. **Change Orders** - There shall be no additions to or other modifications of the Purchase Order price, scope, terms or schedule except as set forth in this Purchase Order. If such changes become necessary, any alteration of the Purchase Order price, scope, terms or schedule shall be covered by a separate written change order. No amendment, modification or waiver of the terms of these Terms and Conditions shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound.
19. **Merger and Waiver** - These Terms and Conditions and any attached Exhibits or Addenda are the entire agreement between the parties with respect to the subject matter hereof, there being no prior or contemporaneous written or oral promises or representations not incorporated herein. The failure of either party to enforce at any time or for any period of time any of these provisions of this Purchase Order shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.
20. **Applicable Law and Venue** - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in a court of law of the State of New Jersey or, at Hutchinson's sole option, through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. Demand for arbitration

shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The dispute resolution process used here shall be in addition to any rights and remedies available under applicable mechanic's lien laws or bond rights.

21. **Assignment** - This Purchase Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and designees; provided however, that Owner shall not have the right to transfer, assign or delegate its rights or obligations under this Purchase Order or any portion thereof without the prior written consent of an authorized representative of Hutchinson.
22. **Exclusions** - Hutchinson's Work does not include the following, unless specifically described in the scope of Work: any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems.
23. **Hazardous Materials** - Hutchinson's Work does not include the following: Identification; detection; abatement; encapsulation or removal of asbestos or any products or materials containing asbestos; or any other products or materials that are classified as hazardous. If such materials are encountered during performance of the Work, Hutchinson has the right to cease all Work until all appropriate safety and environmental measures have been taken, and it is safe in Hutchinson's judgment, to resume work.
24. **We do not include the following:** Any structural support engineering or installation; engineered drawings for permits; cutting, patching, and painting; roof cutting, patching, and flashing; draining or repairing of existing building water systems; overtime scale wages and bonds; utility company fees of any kind; disconnecting and connection of fire; energy management; and monitoring systems; or upgrading of existing electrical systems for connection of new systems. Our work is based on having proper access to working area.
25. **Mold and Radon** - OWNER HEREBY RELEASES, QUIT CLAIMS AND FOREVER DISCHARGES HUTCHINSON, HUTCHINSON'S AGENTS, HUTCHINSON'S EMPLOYEES, HUTCHINSON'S AGENTS AND SUBCONTRACTORS AND ANY OFFICER OR PARTNER OR ANY ONE OF THEM, AND ANY PERSON, FIRM OR CORPORATION, WHO MAY BE LIABLE BY OR THROUGH THEM FOR ANY AND ALL CLAIMS, LOSSES OR DEMANDS, INCLUDING PROPERTY DAMAGE AND PERSONAL INJURIES AND ALL OF THE CONSEQUENCES THEREOF, WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM THE PRESENCE OF RADON AND/OR MOLD IN ANY ROOM OR PORTION OF THE BUILDING AND OTHER IMPROVEMENTS WHICH ARE THE SUBJECT OF THIS AGREEMENT.
26. **Maintenance** - Owner should read the Manufacturer's Warranty Certificate as well as all Owner's Manual(s) for all equipment installed pursuant to this Purchase Order. Owner is responsible for proper operation and maintenance of the equipment provided by Hutchinson, including cleaning the condensate drain, the condenser, the evaporator coil, and cleaning and replacement of air filters. For an additional fee, Hutchinson can perform some or all of this maintenance for Owner.
27. The content of this Purchase Order and any proposal related thereto is proprietary information generated by Hutchinson for use only by the Owner. Any other use than that described above is prohibited unless authorized in writing Hutchinson.