www.econair.com

ECON AIR

**March 21, 2019** | **8' KVS Package (2019)**

**To:**

**From:**
Greg Gallagher
EXHAUST HOOD DEPOT.COM
102 2nd Street
HUSTONTOWN, PA 17229
Phone: (800) 618-0483
hoods@exhausthooddepot.com

**Ship-To:**

Econ-Air proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal, and approved credit.

## EQUIPMENT

**Hood #1**

| | |
|---|---|
| 4824EX-2-PSP-F - 8ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff | x1 |
| • 430 SS Where Exposed | x1 |
| • Fire Cabinet on the Right Side 12.00" Width x 48.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system) | x1 |
| • FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified | x5 |
| • L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others | x3 |
| • EXHAUST RISER - Factory installed 14" Diameter X 4" Height | x1 |
| • SUPPLY RISER - 12"x 24" Supply Riser with Volume Dampers | x2 |
| • 1/2 Pint Grease Cup New Style, Flanged Slotted | x1 |
| • Parts required to mount prewire sensor in capture volume of hood. Sensor installed directly in line with center of riser and in center of capture volume front to back. Sensor supplied from ECP tied to hood. | x1 |

**Fire System #1 *FINAL HOOK UP, TESTS and PERMITS NOT INCLUDED***

| | |
|---|---|
| ANSUL-3.0 Ansul 3 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).<br>Includes piping for hood: 1. | x1 |
| • MGVA2 GAS VALVE - 2" Mechanical Shutoff Valve (Ansul)(28-55610) - Includes Upstream Strainer assembly | x1 |

NOTE: All Necessary Ansul R-102 Parts To Be Provided (Price/ System Size May Change Based On Appliances)

**EADU85H - Exhaust Fan (KEF-1)**

| | |
|---|---|
| EADU85H High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel.<br>Exhaust Fan handles 2000 CFM @ -1.000" wc ESP, Fan runs at 1402 RPM.<br>Exhaust Motor: 0.750 HP, 1 Phs, 115 V, 60Hz, 9.8 FLA, ODP (Open Drip Proof) | x1 |
| • Grease Cup for kitchen-duty centrifugal exhaust fans,<br>Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout) | x1 |
| • KEF-1 Curb CRB23X20E On Fan #1 Flat Curb | x1 |
| • Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. | x1 |
| • Vented Base for Curb | x1 |

**EA-A1-G10 - Supply Fan (MUA-1)**

| | |
|---|---|
| EA-A1-G10 Untempered Supply Unit with 10" Blower in Size #1 Housing<br>Supply Fan handles 1600 CFM @ 0.500" wc ESP, Fan runs at 749 RPM.<br>Supply Motor: 0.500 HP, 1 Phase, 115 V, 60Hz, 7.6 FLA, ODP (Open Drip Proof)<br>Down Discharge - Air Flow Right -> Left | x1 |
| • Sloped Filtered Intake for Size #1 Standard Untempered Supply Unit.<br>22" Wide x 25.875" Long x 23.375" High.<br>Includes 2" MV EZ Kleen Metal Mesh Filters. | x1 |
| • MUA-1 Curb CRB21X20 On Fan #2 Flat Curb | x1 |

| | |
|---|---|
| Subtotal: | $5,200.00 |
| Shipping: | FREE |
| Tax: | N/A |
| **Total:** | **USD $5,200.00** |
| **SC-111110FP Electrical Control Panel (Satisfies Automatic Activation Code) Adds:** | **USD $730.00** |

***ETL Listed Grease Ductwork Is Available Upon Request***

***Stainless Steel Enclosure Panels/ Stainless Steel Wall Panels Are Available Upon Request***

## INSTALLATION BY OTHERS

By Others: Installation, ductwork, patching, all electrical field wiring, start-up & balance, gas or electric shutdown for fire system hook-up**, fire system hook-up, field piping, detection and pull station line(s), tests and permits**.

Note: Customer is responsible for additional labor charges as a result of cooking equipment layout changes after the release of the order, union labor or prevailing wage charges, or additional trips by fire system distributor caused by jobsite delays, permits, fees or test required by local authority. Submittal will specify applicable testing and approval agencies. Hook up for the fire system must be performed by an Authorized Distributor. If not installed by an Authorized Distributor, then the warranty on this product will be voided.

Econ-Air product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.econair.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in Econ-Air "Guide to Designing Air Flow Systems", available at:
http://www.econair.com/MANUALS/AIRSYSTEMDESIGN/DESIGNAIRSYSTEMS.HTM

## SHIPPING

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

## APPROVAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Receipt of the Econ-Air Terms & Conditions are hereby acknowledged (Form TC101), and by signature hereto, we agree to said Terms & Conditions. Payment will be made in accordance with authorized agreement. Please note, proposal may be withdrawn by Econ-Air if not accepted within 30 days.

| | |
|---|---|
| Authorized Signature | Date |
| Signature | Date |

**We accept MasterCard®, VISA®, American Express®, and Discover® cards for immediate credit approval and expedited order processing.**

## TERMS & CONDITIONS

**Acceptance:** This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 days of placement-see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

**Terms of Payment:** Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1 ½ % per month may be invoked and applied after the 30-day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event Econ-Air employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for Econ-Air attorney, plus all other reasonable expenses incurred by Econ-Air in enforcing its rights under this agreement.

**Taxes:** Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid by the Buyer.

**Shipments:** All shipments are f.o.b. Factory or, if shipped from another location, f.o.b., point of shipment with charges either allowed, added to invoice, or collect as noted.

**Claims:** The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company, (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods. Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer. Owner, etc.), Econ-Air shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written on behalf of another equipment manufacturer.

**Warranties:** Econ-Air extends to buyer the manufacturer's warranty (a copy of which is available upon request). Manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. Econ-Air makes no other warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability or fitness for a particular purpose. Econ-Air shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. Econ-Air shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation) resulting from the installation, operation or use of the equipment.

**Limitation of Remedy:** Econ-Air shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. Econ-Air liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by Econ-Air or its duly authorized representative, or at Econ-Air option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Econ-Air. In no event shall Econ-Air liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to Econ-Air. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against Econ-Air with respect to the goods is deemed waived by Buyer unless submitted to Econ-Air in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

**Claims Resolution:** All claims and disputes between Buyer and Econ-Air arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Raleigh, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.

**Delays:** Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.

**Credit:** If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Seller shall have the right to defer shipment or cancel the order.

**Penalties:** No penalty clause of any kind will be effective unless approved in writing by an officer of Econ-Air.

**Cancellations:** Should the order be cancelled through no fault of Econ-Air, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses incurred by Seller.

**Return of Goods:** Please take special care to order carefully and completely. All products purchased are custom orders. Custom orders were manufactured in accordance with customer specifications, and therefore, are only returnable per the terms of our RMA policy http://www.econair.com/sitedocs/returnpolicy.asp). Verify all information before placing the order. Please review policy with your sales consultant prior to purchasing if you have any questions.

**Prices:** Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Seller's offices.) Order released after 90 days from date of customer's purchase order may be subject to escalation.

**Title:** The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

FORM TC-101 (2/03)