



Date: **12' KVS Package – REV 1** **Quote #:**

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

CaptiveAire Systems 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.

Tax Applicable In Certain States – Contact Exhaust Hood Depot for Details

Exhaust Hood and Fans for Use with Light / Medium Duty Appliances Only

EQUIPMENT

Hood

- 5424ND-2-PSP-F - 12ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff x1
 - 430 SS Where Exposed x1
 - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified x9
 - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others x4
 - EXHAUST RISER - Factory installed 10" X 28" x1
 - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers x3
 - 1/2 Pint Grease Cup New Style, Flanged Slotted x2
- Hood Total Price: \$2,339.00**

Fire System Pre-Piping

FINAL HOOK UP, TESTS and PERMITS NOT INCLUDED

- Buckeye Wall Mounted Fire System x1
- Includes pre-piping, 1-3-Gal FILLED Tank, Control Head, Wall Bracket, Pull Station, Gas Valve, Co2 Cartridge, [up to 2" gas valve]

Fire System Pre-Piping Total Price: \$2,593.00

Exhaust Fan

NCA16FA Belt Drive Centrifugal Upblast Exhaust Fan with 18.75" wheel Exhaust Fan handles 3000 CFM @ -0.850" wc ESP, Fan runs at 1033 RPM. Exhaust Motor: 1.500 HP, 1 Phase 115 V, 60Hz, 20.4 FLA, ODP (Open Drip Proof)	x1	
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)	x1	
- Vented Base for Curb	x1	
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.	x1	
- Curb CRB26.5x20E On Fan # 1 Flat Curb	x1	
		Fan Total Price: \$948.00

Supply Fan

A2-G12 Untempered Supply Unit with 12" Blower in Size #2 Housing Supply Fan handles 2400 CFM @ 0.650" wc ESP, Fan runs at 716 RPM. Supply Motor: 0.750 HP, 1 Phase 115 V, 60Hz, 11.0 FLA, ODP (Open Drip Proof) Down Discharge - Air Flow Right -> Left	x1	
- Sloped Filtered Intake for Size #2 Standard Untempered Make-Up Air Unit with 12" blower wheel. 26.75" Wide x 29.25" Long x 31.5" High. Includes 2" MV EZ Kleen Metal Mesh Filters.	x1	
- Curb CRB31X20 On Fan # 2 Flat Curb	x1	
		Fan Total Price: \$894.00

Subtotal: \$6,774.00

Shipping: NOT Included
Tax: NOT Included
Total: USD \$6,774.00

Optional Items

****NOT INCLUDED IN PRICE ABOVE, PLEASE ADD IF DESIRED****

Empty Hood Mounted Utility Cabinet – ADD \$315.00

Field Wrapper (stainless steel skirting up to 10' ceiling max) – ADD \$279.00

Backsplash (flat stainless steel wall paneling) – ADD \$433.00

Electrical Control Panel

SC-111110FP 120V 1 Phase w/ 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit. x1

- 14x18 Stainless Steel Box. Includes latch and backplate x1

- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1

- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price. x100

Electrical Control Panel Total Price: \$639.00

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, fire system chemical agent, NO2 cartridge, 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. **The fire suppression system final hook up is not included on this quote. The final hook up usually consists of, but is not limited to, the chemical agent, NO2 cartridge, field piping/re-piping, detection and pull station line(s), tests, and permits.** 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.

CaptiveAire Systems requirement for all field hook ups: All fire system detection conduit must be half inch EMT. All conduit fittings must be compression type and fully tightened. All conduit ends must be reamed and deburred and blown clear of debris prior to assembly. All conduit must be fully and robustly supported to avoid accidental fire system discharge.

CaptiveAire Systems product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.captiveaire.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in CaptiveAire Systems "Guide to Designing Air Flow Systems", available at: <http://www.captiveaire.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 CaptiveAire Systems 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 CaptiveAire Systems if not accepted within 30 days.

Authorized Signature

Date

Signature

Date

We accept MasterCard®, VISA® and American Express® 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 CaptiveAire Systems 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 CaptiveAire Systems attorney, plus all other reasonable expenses incurred by CaptiveAire Systems 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.), CaptiveAire Systems 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: CaptiveAire Systems extends to buyer the manufacturers 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. CaptiveAire Systems 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. CaptiveAire Systems shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. CaptiveAire Systems 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: CaptiveAire Systems shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. CaptiveAire Systems 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 CaptiveAire Systems or its duly authorized representative, or at CaptiveAire Systems option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against CaptiveAire Systems. In no event shall CaptiveAire Systems liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to CaptiveAire Systems. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against CaptiveAire Systems with respect to the goods is deemed waived by Buyer unless submitted to CaptiveAire Systems 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 CaptiveAire Systems 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, Sellershall 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 CaptiveAire Systems.

Cancellations: Should the order be cancelled through no fault of CaptiveAire Systems, 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.captiveaire.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)