



INNOVATIVE THERMAL SOLUTIONS **BUILT FOR YOU**

Proposal for Ripley Arena

Adder to Project - Honeywell Backup Temperature
Control System for Existing PLC

January 21, 2026

CIMCO Refrigeration, a division of Toromont Industries Ltd. ("CIMCO Refrigeration" or "CIMCO") is pleased to provide pricing for a Adder to Project - Honeywell Backup Temperature Control System for Existing PLC at the Ripley Arena.

1) Overview

This proposal outlines the supply and installation of a **Honeywell manual backup temperature control system** to support the existing PLC-based temperature control. The backup system will be **manually selectable** using a hard-wired transfer switch, allowing operators to maintain control of critical temperatures if the primary PLC system fails or must be taken offline for maintenance.

The Honeywell controller will operate as a **standalone temperature controller**, providing reliable and simple backup control without complex networking or automatic changeover logic.

2) Purpose of the Backup System

The purpose of the Honeywell manual backup system is to:

- Maintain temperature control during **PLC failure or maintenance**
- Reduce **downtime, product loss, and risk of equipment damage**
- Provide operators with a **simple and reliable fallback control method**
- Allow **manual selection** of control source for clarity and safety

3) System Description

Primary System

- Existing PLC controls temperature under normal operation
- PLC drives final control elements

Backup System

- Honeywell standalone temperature controller
- Dedicated temperature input
- Analog output to final control element
- Clearly labeled **PLC / Honeywell manual selector switch**

Manual Changeover

- A physical **selector switch** allows operators to choose:
 - **PLC Control (Normal Operation)**
 - **Honeywell Backup Control**
- Only **one controller can control the output at any time**
- Switching is performed under controlled conditions by trained staff

4) Scope of Work

4.1 Supply

- Honeywell temperature controller
- Manual selector switch (industrial rated)
- Control relays or signal isolators as required
- Enclosure or panel modifications (if required)
- Labels and engraved nameplates

4.2 Installation

- Install Honeywell controller in existing or new panel
- Wire temperature input to Honeywell controller
- Wire controller output through manual selector switch
- Integrate selector switch with existing PLC output wiring
- Apply clear labeling and identify normal and backup modes

4.3 Configuration & Testing

- Configure Honeywell controller
- Functional testing of:
 - PLC control path
 - Honeywell backup control path
 - Manual selector switch operation
- Verify safe temperature response in backup mode

4.4 Documentation & Training

- Provide simple wiring drawings and as-built details
- Provide backup controller configuration summary
- Operator orientation on:
 - When to use backup mode
 - How to switch from PLC to Honeywell control
 - Safe return to PLC operation

5) Benefits of a Manual Honeywell Backup System

- **High Reliability:** Honeywell temperature controllers operate independently of PLC and networks
- **Operational Simplicity:** No automatic logic or software interlocks required
- **Reduced Risk:** Clear operator-controlled changeover prevents unexpected control changes
- **Maintenance Friendly:** PLC can be serviced while temperature control remains active
- **Cost Effective:** Minimal hardware and engineering compared to full redundancy systems
- **Clear Accountability:** Operators know exactly which system is in control

Pricing

CIMCO Price: \$9,847.00 CAD (All Taxes Extra)

Prices are valid for 30 days from the date of quotation.

Taxes not included.

Standard Terms & Conditions apply.

Exchange Rate Variance

This proposal/quotation includes equipment, materials and services valued in US currency. This equipment has been included at a cost based upon the Bank of Canada quoted exchange rate at time of proposal (January 21, 2026). If at the time that a signed contract is presented for CIMCO's acceptance, or that an irrevocable notice to proceed is received by CIMCO, and the Bank of Canada closing exchange rate of the day varies by more than 0.02 dollars, the additional currency costs incurred or currency cost savings to be realized shall be then charged or credited to the Client prior to contract acceptance.

There is also the option to deduct the Canadian equivalent for the cost of purchase set out in this proposal and remit the equipment amount in USD.

Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries Ltd. and the client Ripley Arena.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement

Authorized Signature: The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: _____ Date: _____

Name & Title: _____

Purchase Order: _____

Vendor: CIMCO Refrigeration, a division of Toromont Industries Ltd.

Signature of Vendor: _____ Date: _____

Name & Title: _____

TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION, A DIVISION OF TOROMONT INDUSTRIES LTD. (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN TEN DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the "goods") shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in

ii. Vendor has not estimated any additional tariffs

iii. Vendor will use their best efforts to source equivalent or similar products from local suppliers or alternative sources where such goods are not subject to applicable tariffs, if such alternatives are available

iv. The Purchaser and Vendor agree to use their best efforts to mitigate any cost or schedule impacts arising out of the tariffs, and

v. Vendor will pass tariffs to the Purchaser should they become enacted and are unavoidable

Subject to these acknowledgements, if any tariffs are enacted subsequent to the date of execution of the Agreement and increase the Vendor's costs, any such cost increase will be absorbed by the Purchaser unless a prior written amendment to the Agreement is executed to address such costs. Purchaser shall indemnify and hold Vendor harmless from any liability and expense by reason of Purchaser's failure to pay such tariffs.

4. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

5. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

6. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

7. COST ESCALATION

(4) commodity price escalation and/or delivery date impacts due to subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

8. TERMS OF PAYMENT

(a) Unless otherwise specified in this Quotation/Contract and not including municipalities as specific payment terms will be negotiated with municipalities, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:

(i) Goods sold without installation: 50% upon acceptance of this quotation by the Purchaser; an amount representing the value of each shipment, payable upon delivery; and the unpaid balance upon final shipment.

(ii) Goods sold with installation: 35% upon acceptance of this quotation by the Purchaser; an additional 25% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 30% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.

(b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract.

(c) Payment shall be made in the specified currency.

9. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP BY EITHER A PERIOD OF EIGHTEEN MONTHS (18) AFTER THE DELIVERY OF EQUIPMENT OR TWELVE (12) MONTHS FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THE LENGTH OF WARRANTY WILL BE DETERMINED BY EQUIPMENT DELIVERY OR COMPLETION OF WORKMANSHIP BY WHICHEVER AGREEMENT EXPIRES FIRST. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

(a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.

(b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.

(c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.

(d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.

(e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.

(f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.

(g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

11. COMPLETION AND ACCEPTANCE OF WORK

(a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.

(b) In respect of goods sold with installation, and unless otherwise defined in this

Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:

i. The Purchaser signs an acceptance certificate;

ii. The Vendor has installed and, where applicable, successfully tested the installation;

iii. The Purchaser commences regular use of the goods correlated systems;

iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.

(c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.

(d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

12. BONDS

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

13. MISCELLANEOUS

(a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the place of the Contract Work without regard to the rules governing conflicts of law.

(b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.

(c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.

(d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.

(e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.

(f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.