



INNOVATIVE THERMAL SOLUTIONS  
**BUILT FOR YOU**

**Proposal for Township of Huron-Kinloss  
Ripley Arena**

**RHCC REFRIGERATION ICE PLANT REPLACEMENT**  
Reference # RHCC2026-2

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CIMCO Refrigeration, a division of Toromont Industries Ltd. ("CIMCO Refrigeration" or "CIMCO") is pleased to provide pricing for a RHCC REFRIGERATION ICE PLANT REPLACEMENT Reference # RHCC2026-2 at the Township of Huron-Kinloss Ripley Arena.

## Executive Summary

We propose delivering a fully compliant, energy-efficient, and reliable refrigeration plant that modernizes your arena, improves ice quality, and reduces lifecycle costs. Our solution integrates:

- **Two high-efficiency glycol-cooled Mycom compressors**
- **Shell-and-Tube chiller - capacity: 74.2 TR**
- **New brine pump assembly with high-efficiency motor**
- **New brine balance tank**
- **New safeties and gauge boards on both compressors**
- **New high-level float on the chiller**
- **New firebox and switches**
- **New properly sized vent stack for emergency ammonia release**
- **New Adiabatic condenser - included with glycol loop - Heat of rejection: 1138 MBH**
- **New Glycol compressor cooling loop**
- **New Brine filtration system with 10 filters**
- **New 200-Gal Heat recovery system (de-superheater)**
- **New isolation valves**
- **New Electrical including connections of all safeties, sensors, and equipment, communication integration, power distribution modifications, megger testing, and delivery of test reports**
- **All Engineering for the new condenser stand is supplied by the customer to design and build**
- **New ammonia detection system, (not including the air flow ventilation and heater)**

This design meets all Township tender requirements and complies with TSSA, ESA, ASHRAE, IJAR, and municipal regulations.

## Understanding of Requirements & Objectives

Your current plant is aging, inefficient, and no longer aligns with modern codes and best practices. Our replacement delivers:

- **Superior ice quality** via stable brine temperature control and effective heat exchange.
- **Reduced operating costs** from high-efficiency components, VFD/soft-starts, and heat recovery for domestic water pre-heat.
- **Safety & compliance** through integrated gas detection, emergency purge/fire box integration, and TSSA/ESA approvals.
- **Operator-friendly controls** preserving the existing panel with modern software, alarm reporting, and remote access.

We will **decommission, remove, and dispose** of old equipment per regulations, **re-use brine** as directed, and provide a **used equipment credit list**. All deliverables and timelines are tailored to **complete by September 11, 2026**.

## Specific Details & Benefits

### Shell-and-Tube Chiller \$ 111,488.00

- **Robustness:** Proven design for arena brine duty; resilient under varied operating conditions.
- **Maintenance:** Easy mechanical cleaning; less sensitivity to particulate load.
- **Lifecycle:** Long service life and broad industry familiarity.

### Mycom Glycol-Cooled Compressors \$ 180,000.00

- **Efficiency:** High-efficiency motors reduce energy consumption.
- **Reliability:** Rugged design for continuous duty; vibration isolation for smooth operation.
- **Control:** Soft starts minimize electrical demand spikes.
- **Safety:** New gauge boards improve monitoring and operational safety.

### Brine Pump Assembly (with High-Efficiency Motor) \$ 30,000.00

- **Performance:** Ensures consistent brine circulation for optimal ice quality.
- **Energy Savings:** High-efficiency motor reduces operating costs.
- **Reliability:** New assembly minimizes downtime and maintenance.

### Brine Balance Tank - \$ 2,000.00

- **System Stability:** Maintains proper brine volume and pressure balance.
- **Protection:** Reduces risk of cavitation and pump damage.

### High-Level Float on Chiller - included in Chiller

- **Safety:** Prevents overfilling and protects chiller integrity.
- **Automation:** Enhances system control and reduces operator intervention.

### Firebox and Switches \$ 20,000.00

- **Emergency Readiness:** Provides purge and ventilation integration for ammonia safety.
- **Compliance:** Meets TSSA and IIAR emergency standards.

### Properly Sized Vent Stack - included in fire box

- **Safety:** Ensures controlled ammonia release during emergency conditions.
- **Engineering Compliance:** Designed per code for capacity and discharge location.

### Adiabatic Condenser - \$ 98,000.00

- **Energy Savings:** Uses ambient air and water mist for efficient heat rejection.
- **Winter Operation:** Heat-traced insulated water supply line ensures reliability in cold conditions.
- **Low Water Use:** Optimized design reduces water consumption compared to traditional evaporative systems.

### Brine Filtration System \$ 7,000.00

- **Ice Quality:** Maintains clean brine for consistent ice temperature with more heat exchange to reduce run time.
- **Equipment Protection:** Reduces fouling and wear on pumps and chiller.

### Heat Recovery (De-Superheater) \$ 15,000.00

- **Cost Savings:** Captures waste heat to pre-heat domestic water.
- **Sustainability:** Reduces reliance on external heating sources.

### Isolation Valves - included in other jobs

- **Maintenance Efficiency:** Allows sectional isolation for service without full system shutdown.
- **Safety:** Improves control during emergency or repair work.

### Electrical - \$ 18,000.00

- **Integration:** Complete electrical distribution modifications for new equipment.
- **Energy Savings:**
  - VFDs optimize motor speed to reduce energy use during partial loads, while soft starters reduce inrush current and demand spikes—lowering peak charges and extending motor life
- **Reliability:** Updated wiring diagrams, panel schedules, and insulation resistance testing ensure long-term performance.

### Ammonia detection \$ 12,000.00

- **Safety:** Continuous monitoring with calibrated sensors for ammonia
- **Emergency Readiness:** Visual strobes, audible alarms, and relay outputs for immediate response.
- **Compliance:** Meets TSSA and IIAR standards for hazardous gas detection.

## Workplan & Timeline for Completion by August 28, 2026

### Milestone Schedule (Indicative)

#### Award & Kick-off meeting

- Contract execution
- Safety orientation
- Detailed site survey and data collection

#### Engineering & Permits

- Load verification
- Equipment selection and confirmation
- Stamped engineering drawings and constructed by customer
- TSSA submissions and ESA coordination

#### Procurement - order equipment

- Compressors
- Shell-and-tube chiller
- Adiabatic condenser
- Brine pump assembly and balance tank
- Controls, filtration, expansion tank
- Firebox, venting components, gas detection system
- Isolation valves and all ancillary materials

#### Construction & Installation Phase (30 Working Days Total)

##### Demolition & Removal – 3 Days

- Decommission existing refrigeration plant
- Pump-out and storage of refrigerant and brine for reuse
- Protection of existing infrastructure (including the existing control panel)
- Legal disposal of removed materials

##### Installation – Mechanical & Electrical – 20 Days

- Set new compressors, chiller, condenser, brine pump, balance tank, firebox, venting, and expansion tank
- Install mechanical piping, brine filtration, insulation, heat recovery system, and isolation valves
- Electrical distribution modifications required for new equipment, Mechanical tie-ins and brine reintegration

##### Electrical Work – 4 Days

- Connect all new safeties, sensors, switches, and field devices
- Integrate all new equipment into existing communication lines and control infrastructure
- Provide all power distribution modifications required to support new mechanical and electrical equipment
- Perform insulation resistance (megger) testing on motors, conductors, and equipment
- Deliver complete electrical testing reports for Owner records

##### Pre-Start, Commissioning & Controls Verification – 2 Days

- System flushing, leak testing, and pressure testing, Refrigerant charging
- Functional testing of compressors, chiller, condenser, pumps, firebox, gas detection, and heat recovery system, Verification of control, alarms, and device communication
- Manufacturer startup support

##### Training & Handover - 1 Day

- Staff training, O&M manuals, Startup test reports
- As-built documentation (mechanical, electrical, controls) Warranty documentation

#### Substantial Completion

All work will be completed no later than August 28, 2026.

## Scope of Work

### 1. General Requirements

- Provide all labor, materials, equipment, commissioning services, and documentation required to **remove, supply, install, integrate, and commission** a fully operational arena refrigeration plant.
- Ensure compliance with **TSSA, ESA, ASHRAE, IIAR**, and municipal regulations.

### 2. Demolition and Removal

- Decommission and remove existing refrigeration plant equipment as identified by the Owner.
- Remove refrigerant, brine (store and re-use), glycol, and associated fluids per environmental regulations.
- Protect all existing infrastructure designated to remain, including the existing control panel.
- Legally and safely dispose of all removed equipment and materials.

### 3. New Refrigeration Equipment Supply and Installation

- **Two (2) glycol-cooled Mycom N2MII compressors** with high-efficiency motors, shaft couplings, oil separators, vibration isolation, and soft starts.
- **One (1) chiller:** Shell-and-tube chiller.
- **One (1) brine circulation pump** with high-efficiency motor and soft start, butterfly isolation valve.
- **One (1) brine expansion tank** with fittings, gauge, and isolation valves.
- **One (1) adiabatic condenser** with high-efficiency fan motors, controls, and winter operation features (heat-traced insulated water supply line, isolation valve, drain).
- **One (1) fire box** for emergency purge and ventilation integration.
- **One (1) gas detection panel** with calibrated sensors for ammonia or CO<sub>2</sub>, strobes, alarms, and relay outputs in Zamboni room and secondary visual screen in ice plant room.
- **One (1) brine filtration system** including strainer, 10 filters, and isolation valves.
- **One (1) heat recovery system (de-superheater)** and 200-gallon storage tank to pre-heat potable domestic water.
- Install and supply any additional soft starts or VFDs for all other motors or equipment if required.
- All ancillary components: valves, fittings, piping, supports, insulation, sensors, gauges, safeties, and refrigerant.

### 4. Controls and Integration

- Provide new refrigeration plant control software compatible with the existing control panel.
- Integrate all field devices, compressors, pumps, sensors, condenser controls, gas detection, and safety interlocks.
- Provide remote monitoring capability and alarm reporting.
- Update control schematics and provide all programming files to the Owner.

### 5. Mechanical and Piping Work

- Install new refrigerant, glycol, and brine piping as required, including supports and insulation.
- Remove, store, and re-use brine; install new brine filter; refill brine to specified concentration.
- Coordinate penetration work, housekeeping pads, equipment leveling, and anchoring.
- Provide vibration isolation for all rotating equipment.

### 6. Electrical Work

- Provide all power distribution modifications to support new equipment.
- Connect all motors, controls, safeties, sensors, and communication lines.
- Perform insulation resistance ("megger") testing and provide reports.
- Update panel schedules, wiring diagrams, and as-built documentation.

### 7. Commissioning and Startup

- Perform all pre-start checks, flushing, leak testing, pressure testing, and charging.
- Complete functional testing for compressors, chiller, condenser, pumps, safeties, gas detection, heat recovery, and controls.
- Provide manufacturer startup for compressors, condenser, and controls.
- Provide training for Owner staff.

### 8. TSSA, ESA, and Regulatory Compliance

- Prepare, submit, and manage all TSSA submissions including drawings, design registration (if required), and inspections.
- Arrange for and coordinate ESA inspections.
- Provide stamped drawings by a licensed Professional Engineer.

### 9. Documentation and Closeout

- Provide as-built drawings (mechanical, electrical, controls).
- Submit equipment submittals, O&M manuals, commissioning reports, and test results.
- Provide warranty documentation for all equipment and workmanship.

## Pricing

### **CIMCO Price: \$493,488.00 CAD (All Taxes Extra)**

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

Taxes not included.

Standard Terms & Conditions apply.

### **Adder** requested by Customer

#### Electrical indicator lights

- Supply & install remote displays for the three soft starters
- Supply & install lights on the panel for the compressor safeties

## Pricing

### **CIMCO Price: \$3,090.00 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 16, 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 Engineering for the new condenser stand is supplied by the customer to design and construct.
- Additional costs may be applied for any delays related to the removal of the existing condenser or the placement of the new condenser on the roof. These delays may include, but are not limited to, access restrictions, structural or site-related issues, unforeseen equipment obstruction, or any conditions outside the contractor's control.
- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing with the roof with the removal of the condenser and the passage of piping and conduit removed.
- Modification or installation of any required stand base, seismic or other required supports for condenser
- 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 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, asbestos, 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 Client: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

## Exclusions & Owner Obligations

This list must be carefully reviewed with all trades/owners/contractors involved on the project so that there are no scope gaps.

### Engineering

- a. Dedicated permit drawings and Commitment for General Review are not included unless specified in the body of this proposal
- b. Engineering stamped/sealed drawings
- c. Specialized engineering analysis (stress, CFD, seismic, wind, etc)

### Structural

- a. Design Review of new or existing structure to ensure it is suitable to support the weight of the added equipment
- b. Design and Supply of suitable structure with the ability to hang or support refrigeration/HVAC equipment
- c. Design and Supply of suitable structure to support vertical pipe runs
- d. Design and Supply of level support for placed equipment with an overall deflection less than 1/2"
- e. Design and Supply of Roof curbs for HVAC / Air Handling / Penthouse equipment
- f. Design and Supply of joists to avoid interference with rooftop equipment ducting.
- g. Design and Supply of pipe cross-over stairs
- h. Design and Construction of trenches
- i. Design and Supply of any shoring for trenches or covers
- j. Seismic analysis of site
- k. Design and Supply of any Seismic reinforcement or restraints
- l. Any additional service/access platforms not mentioned in the body of the CIMCO proposal
- m. Design and Construction of concrete slab on grade to support refrigeration equipment
- n. Design of sleeving/wall openings through concrete footings, grade beams, pre-cast roofs, etc

### Civil/GC/Roofing

- a. Cutting, patching, sealing, counter-flashing, expansion joints, caulking, sleeves, water-proofing and fireproofing through walls, floors and ceilings for piping, conduit, ducting, etc. This includes the walls of any penthouses (pre-fabricated or GC built) that house refrigeration/HVAC equipment
- b. Design and Supply of Support Sleepers and associated roofing for roof mounted equipment
- c. Design and Supply of concrete footings, pads or piers for supporting refrigeration/HVAC equipment and piping
- d. Openings in walls/ceilings/floors to allow entry of refrigeration/HVAC equipment
- e. Design and Supply of protection of roof surface from pipe stand feet
- f. Design of Class T machine room as outlined in CSA-B52 Refrigeration Code or ASHRAE 15 Standards
- g. Design and Supply of any bollards or guarding equipment to protect refrigeration/HVAC equipment from damage
- h. Design and Supply of roof cones for roof penetrations
- i. Design and Supply of doghouses for roof penetrations
- j. Design and Supply of any insulated wall and ceiling panels
- k. Insulation of hanger rods in interstitial space above freezers
- l. Excavation and forming of trenches including backfilling and compaction for any buried portions of the system
- m. Trench cover removal, re-installation, draining before, during or after of any water in the trench
- n. Demolition of any existing housekeeping pads or supports

**Mechanical - Plumbing**

- a. Temporary water supply for testing of hydronic piping
- b. Backflow preventer, pressure reducing valves, inspections and certification of water supply
- c. Design, Supply and Install of floor drains in equipment room, coolers, docks, freezers and roof
- d. Design, Supply and Install of roof drains for Air Handlers or Penthouse Evaporators
- e. Drains to be within 25 ft horizontal distance of any ceiling hung equipment
- f. Drain piping from rooftop equipment to roof drains. (Drains to be within 6 ft horizontal distance of equipment)
- g. Condensate water drain piping in penthouses are limited to 6 ft horizontal distance outside the enclosure
- h. Design and Supply of any required eye-wash station or shower

**Mechanical - HVAC**

- a. Design, Supply and Install of Compressor room ventilation equipment (louvers, dampers, regular exhaust, emergency exhaust) to applicable code (B52/ASHRAE)
- b. Design, Supply and Install of Compressor room space/unit heaters to applicable code (B52/ASHRAE)
- c. Design, Supply and Install of Dock space/unit heaters and any associated electrical interlock with refrigeration system
- d. Design, Supply and Install of humidification equipment
- e. Design, Supply and Install of dehumidification equipment
- f. Design, Supply and Install of ductwork, louvers, openings associated with indoor installed equipment unless specified in the body of this proposal

**Water Management**

- a. Analysis of water if details unavailable to water treatment provider
- b. Cost to upgrade water quality management equipment if issues are discovered after award of project
- c. Design, Supply and Install of chemical water treatment system
- d. Design, Supply and Install of water softening system
- e. Design, Supply and Install of water filtration system
- f. Passivation of any evaporative condensers, cooling towers or fluid coolers unless mentioned in this proposal
- g. Additional water treatment chemicals beyond the initial batch supplied with the project
- h. Water treatment contract with chemical treatment company
- i. Responsibility for maintaining water quality after passivation period is complete

**Electrical**

- a. Electrical coordination study
- b. Sufficient electrical power and conductors terminated at the panel disconnect lugs
- c. Design, Supply and Install of 120V power for the water treatment panel
- d. Design, Supply and Install of 120V power to prefabricated penthouse evaporators or air handlers for lighting, door heating and panel power.
- e. Temporary lighting, heating and 120V power
- f. Trenching and grade adjustment for sub slab conduit install

**Access**

- a. Design, Supply and installation of safe stairway to the roof (not a ladder unless this has been mentioned in this proposal)
- b. Approved safety barriers whenever work takes place near the edge of the roof
- c. Moving of existing piping, lighting, sprinklers, etc necessary to complete the work
- d. Moving of product/stock to permit installation of equipment
- e. We have based our price on being able to have cranes, lifting equipment and offloading of equipment and material within 20 ft. of the areas we are working in

## Misc

- a. Any material or work not covered in this proposal or mentioned in the owner's obligations should not be assumed to be included and should be discussed and coordinated
- b. If during a pump-out the existing valves do not hold and additional work is required, this will be an extra to the project
- c. Overtime or premium labour rates
- d. Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned in this proposal, including any environmental testing or verification that may be required to complete our scope of work.
- e. Additional refrigerant charge, top up of oil, inhibitors or other fluids not mentioned in this proposal
- f. All personnel required to operate this refrigeration plant as soon as the compressors have been started, during the pulldown period and once the system is turned over to the owner.
- g. CIMCO is not responsible for any damage due to external substances within the process or in the cleaning and maintenance of CIMCO installed equipment or systems.

## 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 section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

### 3. TARIFFS

The Vendor and Purchaser acknowledge that at the time of execution of this Agreement, it is unknown whether prior estimates for performance of the work will be impacted by the enactment of additional tariffs, which materially differ from those existing at the time the original estimates were received.

Both Parties acknowledge that:

i. The Contract Price quoted is based on conditions prevailing at the date of execution of the agreement

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

Purchaser and Vendor acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Vendor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Vendor, Purchaser agrees that Vendor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non exhaustive list of possible events or circumstances: (1) a subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of subcontractor's estimate differing from completion dates anticipated at time subcontract award,

(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.

#### 10. CHANGE IN SCOPE OF WORK

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

#### 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.**