

**COMMERCIAL COOLING
PAR ENGINEERING, INC.**

17855 E. Arenth Avenue
City of Industry, CA 91748
Commercialcooling.com
T: 626.964.8700; F: 626.964.8777

EQUIPMENT PURCHASE CONTRACT

THIS CONTRACT is executed this ___ day of _____, 2016 by and between Commercial Cooling/Par Engineering, Inc., (“Seller”), and _____ (“Buyer”) doing business at _____.

Seller agrees that the equipment as described herein shall be delivered and/or installed at: _____.

EQUIPMENT PURCHASE DESCRIPTION

Fabricate and provide equipment per bid # _____.

Items included (per bid # above):

- Walk-in box
- Refrigeration system
- Glass doors
- Delivery and installation
- Electrical connection
- Condensate drains connection

Terms of payment: Net 30

Warranty: ___ days labor
___ year parts warranty
___ compressor warranty (compressor party exchange only)

(Note: all equipment must be installed by the appropriate licensed contractor for manufacturers’ warranties to be applicable)

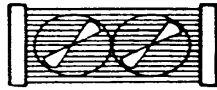
Total cost.....	\$ _____
Sales tax on _____ @ _____.....	\$ _____
TOTAL PRICE (including tax)	\$ _____
Down payment (required)	\$ _____
Balance	\$ _____

Balance shall be paid by buyer: ___ days prior to shipment.

Delivery: _____ from receipt of down payment and final approved drawing.

In addition to the prices listed hereinabove, there will be a 20% cancellation fee plus restocking fees for all cancelled order. If Buyer is not ready for pick up of merchandise as scheduled, then 75% of the balance will become due. Also, a 10% or \$300 monthly storage fee, whichever is less, may apply if Buyer is not ready to pick up/deliver equipment within fifteen (15) days of completion.

Purchase contract
Page 1 of 7
Buyer _____
Seller _____



Items Not Otherwise Included Unless Specified In Writing:

- Enclosure panels
- Crane rental
- Electrical connection
- Fire sprinkler
- Refrigeration line runs over 30'
- Union / prevailing wages
- 2nd floor installation
- Drain line connection
- Structural & seismic calculation
- Business license and permits
- Roof platform
- Roof penetration
- Hole coring
- Dumpster

TERMS AND CONDITIONS OF SALE

Unless specifically mentioned otherwise in the bid, the following conditions will be considered part of the proposal:

MATERIAL:

1. All material supplied is priced 'FOB ("Free on Board") Factory' unless specified in the bid as 'FOB Jobsite.'
2. All material prices exclude sales or use tax.
3. All material supplied by Seller will be supported by standard warranties as outlined below. Any additional warranties will be specifically mentioned in the bid.
4. Pre-fabrication floors manufactured by Seller shall be able to handle stationary loads up to a maximum 700lbs. per sq. ft. and are not designed to handle forklifts, pallet jacks or carts.

PANEL INSTALLATION (If included):

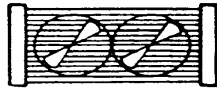
1. Price for delivery and installation of panels is based on the jobsite being no more than a fifty (50) mile radius from the material staging point. Additional distances will be specifically mentioned in the bid.
2. All installations are priced for ground floor.
3. Seller is not responsible for permits and/or licenses.
4. Buyer is responsible for supplying a dumpster on site for disposal.

REFRIGERATION (If supplied):

1. The refrigeration equipment, if supplied in this proposal, will have the same FOB, sales tax and warranty terms as mentioned above.
2. Additional 4-year compressor warranties will be priced separately in the bid.

REFRIGERATION MECHANICAL INSTALLATION (If included):

1. The price is based on a maximum piping run of 50 feet.
2. The condensing unit is a ground installation and mounted on a pad supplied by Buyer.
3. No control wiring or electrical wiring is part of the mechanical installation price.
4. Seller is not responsible for permits.
5. Platform must be supplied by Buyer.
6. Crane charges, if required, will be billed at cost plus one hundred dollars.



ELECTRICAL HOOKUPS (If included):

1. The price includes additional wiring such as thermostats, lights, heated vents and door and drain heaters.
2. The price is based on a maximum run of 50 feet.
3. The price does not include main service panels or source switchgear.
4. Seller is not responsible for permits.

CONDENSATE DRAIN HOOKUPS (If included):

1. The condensate drain run has a maximum run of 10 feet from the exit of the enclosure to a "floor sink" supplied by others. The freezer drain connection price includes heating tape installation to be connected by an electric.

GENERAL TERMS

1. CONTROLLING PROVISIONS. All products and services ("Products") sold by Seller to Buyer shall be governed exclusively by these terms. Seller's acceptance of Buyer's offer is expressly conditioned upon Buyer's acceptance of these terms and no addition to or modification shall be binding on Seller unless expressly agreed to in writing.

2. ENTIRE AGREEMENT. The entire agreement between Seller and Buyer shall consist of the terms contained herein. Seller shall not be bound by any additional or different terms, whether printed or otherwise, unless specifically agreed to in writing. Prior courses of dealing, usages of trade and verbal agreements not reduced to writing and signed by a duly authorized representative of Seller, to the extent that they alter this agreement, shall not be binding on Seller.

3. SPECIFICATIONS.

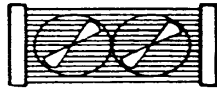
(a) Quantities and sizes are subject to variation in accordance with Seller's standard practices and the requirements of the job where the equipment covered by this order is to be installed. Seller reserves the right to make changes in design, and other changes, whenever Seller believes its Products will be improved thereby, but without incurring any obligation to incorporate such changes retroactively.

(b) Refrigeration equipment selection is intended only for holding temperatures and no added load was included. It is the sole responsibility of the Buyer to advise Seller for any special applications such as meat, flowers, ice cream, blast etc. Holding cooler room temperature = 35 °F, and holding freezer room temperature = 0 °F.

(c) **BUYER IS RESPONSIBLE FOR ALL SPECIFICATIONS PROVIDED BY OR ON BEHALF OF BUYER TO SELLER.**

3. INSTALLATION.

(a) If this sales order provides for installation, Seller's obligation to deliver the equipment and provide for its installation shall in no event commence until Buyer's premises are ready to receive the equipment. Area must be free of obstructions and ready for installation without the need for demolition or modifications. The floors must be level to ensure that the equipment will operate properly.



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(b) Costs and expenses to Seller or its contractor for delays in installation due to interference or delays by other contractors and/or by Buyer on Buyer's project will be charged to Buyer.

(c) The equipment described herein shall be installed (if so sold) in the above location, with the cost of the same included in the total price. Refrigeration installation shall include necessary piping, tubing, refrigerant, adjustment and all other such necessary parts and labor so as to assure the proper functioning of the equipment. The installation **SHALL NOT** include any plumbing or electrical work of any kind unless agreed otherwise in writing with the exceptions of self-contained lights and hoses which are necessary components of the individual pieces of equipment.

4. PICKUP AND SHIPMENT TERMS. As noted above, all products are sold Seller's 'FOB factory' unless designated otherwise. Title and risk of loss, damage, or destruction shall transfer at the shipping point. Shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods unless specifically agreed in writing. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviation in performance due to supplier delays, fires, strikes, labor disputes, embargos, wars, riots, governmental action, acts of terrorism, acts of nature, other delays in transportation or any other condition beyond Seller's control. Partial shipments are authorized.

5. PAYMENT AND TAXES.

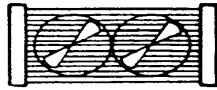
(a) Seller's acceptance of any installments or payments after it or the full amount may become due and payable shall not be deemed to alter Buyer's obligation and/or Seller's rights hereunder.

(b) Unless stated otherwise, prices are stated in U.S. dollars, and are subject to change without notice. In addition to the agreed price, the Buyer shall pay Seller any applicable taxes or governmental charges which may be required in connection with Products furnished under this contract.

6. TITLE. Title to said property shall not pass to buyer until the contract balance and other sums due hereunder are fully paid. No loss, injury, or destruction of said property shall release Buyer from the obligation hereunder. Seller may assign this contract and any **ASSIGNEE OF SELLER SHALL BE ENTITLED TO ALL RIGHTS OF SELLER.** Buyer shall keep said property free of all taxes, liens and encumbrance; shall not use the same illegally, improperly or for hire, shall not remove the same from the location described above without the written permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money by Seller in payments or discharge of taxes, liens and encumbrances on said property, will be secured by and under this contract.

7. DEFAULT. If Buyer is in arrears in the payment of any amounts due Seller by more than 60 days, or if Buyer expresses an intention not to pay Seller, or is unable to pay, Seller shall have the following rights and remedies:

(a) **BUYER HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN CALIFORNIA, OR IN THE STATE WHERE THE EQUIPMENT OR THE BUYER IS LOCATED, TO CONFESS JUDGMENT AGAINST BUYER AND IN FAVOR OF SELLER FOR THE**



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TOTAL AMOUNT THEN DUE, INCLUDING ALL ACCELERATED DEBT, PLUS ATTORNEY'S FEES AND LEGAL COSTS. SELLER MAY TRANSFER ANY JUDGMENT TO ANY OTHER JURISDICTION IN ACCORDANCE WITH APPLICABLE LAW. THE AUTHORITY TO CONFESS JUDGMENT HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM TIME TO TIME, AND AT ALL TIMES UNTIL THE TOTAL AMOUNT DUE TO SELLER IS PAID IN FULL. IF PERMITTED BY LAW, SELLER MAY RECOVER A DEFICIENCY JUDGMENT AGAINST BUYER.

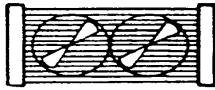
- (b) Any notice required to be given by law or by the provisions of this agreement to the Buyer and any other person liable shall be made by causing said notice to be delivered personally or to be deposited in the U.S. Mail, addressed to the Buyer or such other person at his last known address.
- (c) The failure by Seller to exercise any remedy upon the occurrence of a default shall not constitute a waiver of any rights under this agreement for any future occurrence of a default nor shall the exercise of same be the exclusive remedy available to Seller.

8. ORDER CHANGES. Work and material in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval and shall entitle Seller to an adjustment in the contract price and schedule. Services or parts requested by Buyer in addition to those specified in this Agreement will be provided upon receipt of Buyer's written authorization and invoiced at Seller's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

9. WARRANTY. Subject to the limitations set forth below, Seller warrants that the equipment sold herein shall be free from defects to the best of Seller's knowledge. As to products not manufactured by Seller, the warranty, if any, of the respective manufacturer of any items of new equipment and parts set forth in this order is incorporated herein by reference. Should the terms of any warranty conflict with those set forth herein, these warranty terms will control. Equipment manufactured by Seller is subject to the '10-Year Limited Warranty Applicable on New Equipment' as listed below.

10. SUPERSEDURE & MODIFICATION. This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. No modification to this Agreement shall be binding unless in writing and signed by both parties.

11. APPLICABLE LAW. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the State of California (excluding its choice of law provisions). A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.



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12. LANGUAGE. Buyer acknowledges being able to read the English language with full understanding. As required, Seller will translate these conditions into other languages if requested by Buyer in writing. It shall be noted that the English version is the one with legal bearing.

**BUYER HAS READ, UNDERSTOOD AND AGREES TO THE TERMS AS SET FORTH
HEREIN.**

Seller

Buyer

By: _____

By: _____

Name: _____

Name: _____

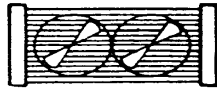
Title: _____

Title: _____

Commercial Cooling/Par Engineering, Inc.,

Company: _____

With a copy to Buyer at address listed above.



10-YEAR LIMITED WARRANTY APPLICABLE ON NEW EQUIPMENT

Seller warrants to Buyer that its foamed-in-place polyurethane wall & ceiling panels is warranted to be free from any defect in workmanship and material that may develop within a period of ten (10) years from the date of original shipment. Component parts, doors, are warranted to be free from defects in material and workmanship for a period of one (1) year from date of shipment. This Warranty shall be void if Buyer defaults in any payment or fails to perform any act required by these Terms.

The warranty only covers issues during the warranty period and in normal use conditions at the original installation site. The exclusive remedy for breach of the aforesaid warranty or for any other defect or nonconformity of the equipment sold hereby is repair or replacement, at Seller's option, of any part or parts thereof, which Buyer has notified Seller in writing to be defective, and which Seller has determined to be defective under normal use and service within the warranty period.

This warranty is non-transferable and shall not apply to any damage resulting from accident, modification, alteration, misuse or abuse of the equipment, nor shall this warranty apply to depreciation or deterioration of material or parts due to normal wear and tear, or to any damage resulting from failure to follow Seller's instructions for use or maintenance of the equipment. Additional exclusions from warranty coverage include: labor, mileage or other costs incurred for repairing, removing, installing, shipping, servicing, or handling of defective or replacement panels or parts; damage or delays occurring in transit; floor panels subjected to wet mopping, flood, water leak, pallet jacks or weight exceeding 700 lbs/ sq ft; refrigerant loss; and damage by fire, flood, earthquake or natural disasters.

THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE) EXPRESS OR IMPLIED, AND NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE PROVIDED. IN NO EVENT SHALL SELLER BE LIABLE FOR (a) LOSS OF FOOD OR CONTENTS OF EQUIPMENT DUE TO FAILURE OR MALFUNCTION FOR ANY REASON, OR (b) FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

ANY STATEMENT AS TO YEAR OR MODEL OF THE EQUIPMENT TO BE SOLD HEREUNDER, IS FOR IDENTIFICATION ONLY, AND IS NOT A WARRANTY OR REPRESENTATION.