



**TMI SALES**  
 COMMERCIAL HEATING, PUMPS & VENTILATION EQUIPMENT

November 8, 2013

**QUOTATION**

Lexington Fayette Urban County Government  
 New Water Heater for Community Corrections  
 Lexington, KY

We intend to quote the following equipment for this project:

**Bryan Packaged Indirect Water Heater – BOILER ONLY**

One (1) Bryan indirect water heater, model CLM300-WT-FDGO, 2880 GPH rise at 100° F (40° - 140°), UL approval, float type low water cutoff, standard factory trim items, freight to location and start-up service.

\*\*\* BURNER IS NOT INCLUDED – QUOTE ASSUMES BURNER FROM EXISTING UNIT TO BE RE-USED \*\*\*

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**TOTAL PRICE:.....\$31,947**

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**General Notes:**

1. Quote firm for 30 days.
2. Terms: Net 30 days.
3. No applicable taxes included in price.
4. Freight: FOB factory, FFA to jobsite.
5. Start-up service is included in price.
6. Water heater lead time is approximately 6-7 weeks from date of quote.
7. Quote limited specifically to items listed in quote.

Thank you,

Brent Dolen  
 TMI Sales, Inc.

2821 S. HURSTBOURNE PKWY , STE. 8 ▪ LOUISVILLE, KY 40220

TELEPHONE: (502) 493-0662 ▪ FAX: (502) 493-9660  
 TOLL FREE: (800) 581-4795

[WWW.TMISALESKY.COM](http://WWW.TMISALESKY.COM)



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## TMI SALES ORDER ACCEPTANCE CONDITIONS

1. **Acceptance of Proposal.** This proposal is subject to your acceptance within thirty (30) days and to the subsequent approval by an executive officer of our company. Unless otherwise specified, payment terms will be "net thirty days". A service charge of 1 ½% per month will be charged on all accounts 31 days or over from date of invoice, 18% per annum plus attorney fees and collection costs.
2. **Shipping Instructions.** All material on this quotation must be released for shipment at one time to one destination. We reserve the right to make additional charges for partial release.
3. **Changes and Modifications.** No amendments or modifications of this agreement shall be binding on either party unless specified in writing and signed by both. Changes in specifications for goods or materials covered by this proposal can be made only with our written consent.
4. **Delays and Liability.** We shall not be responsible for delay caused by common carrier, strikes, lockouts, inability to procure material, allocation or restrictions on deliveries of material to be furnished by TMI Sales, whether imposed by law; regulation; or any action of our suppliers; fire; accident; or causes beyond our control. Delays in the delivery of products covered by our proposal occasioned by reason of your request (e.g., changes in design or specifications) or your act, or omission, shall or may cause correspondingly extended delivery of subject product. Under these conditions our obligation to meet a specific shipping date is cancelled.
5. **Taxes and Duties.** The quoted prices in our proposal do not include any federal, state, local or use tax, if such taxes apply.
6. **Cancellation.** Cancellation or delay in releasing for shipment of products described on your request will be accepted only upon terms that will indemnify TMI Sales against loss. In the event of any cancellation by you, prior to completion of this order, you shall pay us whatever charges may be accrued against TMI Sales by its action in arranging for procurement of same.
7. **Title and Ownership.** Title to goods and material covered by this proposal shall pass to you as and when the same are delivered by us to the carrier, and we shall not be responsible for any loss, damage or destruction thereof occurring after such delivery.
8. **Returned Goods.** Written permission must be obtained before returning any material to us or our supplier. Material returned for credit will be subject to factory inspection. All material must be shipped with transportation charges prepaid. A restocking charge, if applicable, will be assessed for returned goods (amount may vary by manufacturer). Special order products are not returnable.
9. **New Equipment Warranties.** The only warranties included in this proposal are the express warranties of the manufacturer(s). TMI Sales makes no other warranty of any kind whatever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by TMI Sales and excluded from this agreement.
10. **Damages.** Under no circumstance will TMI Sales be liable for any special, indirect, incidental or consequential damages, expenses, losses or delays howsoever caused.

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