



TO:

DATE: March 15, 2017

PROPOSAL: 3493-25834-3

ATTN:

PHONE:

E-MAIL:

FAX:

CELL:

PO # 18295-A

ITEM	QUAN	DESCRIPTION	UNIT PRICE	AMOUNT
		<u>PVC WET SCRUBBER/FAN FOR 4000 CFM FOR A REEL TO REEL ELECTROPLATING LINE. SYSTEM DESIGNED TO REMOVE APPROXIMATELY 99% OF PARTICULATE TO 6 MICRONS.</u>		
1	2	4000 CFM OPTION MAPCO FUME SCRUBBER MW-200-4-3-SC counter-current flow @ 4,000 CFM, 2.5" SP. INTERNALS - 3 feet of Pro-Pak 3.5 corrosion resistant polypropylene packing, Mapco chevron mist eliminator, 4" of removable MW-5, high efficiency polypropylene mesh pad mist eliminator, 3/8" thick removable flanged spray headers, Mapco spiral 3/8-HHSJ-PVC-15053 full cone spray nozzles. MATERIALS - type II and type I, grade I high and normal impact gray 3/8" thick PVC construction, clear PVC inspection ports, 3/8" thick bolt on pack clean out and fill doors, 3/4" thick inlet and outlet flanges, enamel coated steel channel base with lifting lugs, stainless steel hardware and 100% silicone caulking. SELF CONTAINED RECIRCULATION SYSTEM - to recirculate 20 GPM with automatic freshwater make-up, constant blow down of .12 GPM, sump box, overflow, drain, 1.5 HP 230/460/3/60 CPVC vertical pump, gate valves, strainers, LC3 level controller, mechanical float and PVC normally closed solenoid valve. ACCESSORIES – circulation rotameter, blow down rotameter and magnehelic gage. TRANSITIONS - inlet and outlet transitions constructed of 3/16" and or 1/4" type II, grade I, white corrosion-resistant PVC with 2" X 3/4" thick mating flange and external		



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		<p>reinforcing, silicone caulking, stainless steel bolts, lock washers, flat washers and nuts.</p> <p>MAPCO CENTRIFUGAL FAN - no. 18 set up to exhaust 4,000 CFM, @ 5" SP, 2083 FPM OV, 2096 RPM, 4.8 BHP, 5 HP 230/460/3/60, 1750 RPM motor, class II, corrosion-resistant coated steel wheel, CW rotation, horizontal discharge, inspection port, enamel coated steel frame, OSHA shaft and belt guard and constant speed V belt drive.</p> <p>MATERIALS - fan shall be constructed from type II, grade I, high impact gray, 3/16", 1/4", 3/8" and 3/4" corrosion-resistant PVC with 2" X 3/4" thick outlet flange. Fan shall be balanced electronically with a vibration analyzer to insure smooth operation.</p> <p>ESTIMATED EXTERNAL STATIC PRESSURE - The external static pressure for the proposed system has been estimated and may vary depending on actual field conditions. Associated cost for adjustments to fan RPM due to static pressure increase or decrease shall be by <i>customer</i>.</p>		

FOB SHIPMENT

All items on this proposal will be shipped FOB Traverse City, MI. Mapco shall not be responsible nor liable for any damage caused by the freight carrier. Acceptance of the freight by carrier is acknowledgment that containers or method of shipping was acceptable when picked up. A 15% handling fee on freight cost will be charged on all orders shipped prepay and add (\$15 min.).



TERMS 35% with purchase order, 55% prior to shipment, 10% Net 30 days (subject to credit approval)
 DELIVERY SCHEDULE Shipment of the proposed equipment will be 6-8 weeks from receipt of order and drawing approval.

***For your convenience, we accept Visa and MasterCard.
 A 3% service charge will apply to all Credit Card transactions.***

MIDWEST AIR PRODUCTS CO, INC.

BY: _____

Mark Deephouse
 Project Manager

Accepted By: _____

Date: _____

Acceptance of this offer is subject to the terms and conditions set forth in this proposal. All unpaid balances after 30 days are subject to a finance charge of 1.5% annum. Per month, not to exceed 18% annum.



TERMS AND CONDITIONS

By Acceptance of this Offer the Buyer Expressly Agrees:

- 1. AGREEMENT.** This offer is expressly limited to the acceptance of the exact terms and conditions contained herein and any acceptance by Buyer shall be deemed an acceptance of each and every said term and condition. This Offer contains a final and exclusive statement of the terms and conditions of the Contract between Midwest Air Products Co., Inc. (hereinafter "Mapco") and Buyer relative to this sale of products, materials and/or services described or referred to on the front side hereof. All prior undertakings, writings, and oral representations between the parties hereto shall be superseded by this Agreement. No prior dealings between the parties, no usage of trade, and no industry practice shall be relevant to supplement or explain any term used in this agreement.
- 2. ACCEPTANCE.** This Offer may be accepted orally, in writing, or by Buyer's return of this document to Mapco acknowledging acceptance. This offer shall expire on midnight on the thirteenth day after the date shown on front side hereof, unless it is sooner revoked by oral or written notice from Mapco. Buyer understands and agrees that the goods are specially manufactured for Buyer, and are not suitable for sale to others in the ordinary course of Mapco's business.
- 3. MODIFICATION.** The terms and conditions contained herein can only be modified or waived by a separate written agreement signed by a duly authorized representative of Mapco.
- 4. RESCISSION.** This Agreement can only be rescinded by a separate written agreement signed by a duly authorized representative of Mapco.
- 5. WAIVER.** Waiver by Mapco of any term, provision or condition hereof shall not be construed as a waiver of any other term, provision or condition, nor shall waiver be deemed a waiver of subsequent breach of the same term, condition or provision.
- 6. CONTINGENCIES.** Mapco shall not be held liable if prevented from performing any of its obligations of the Agreement due to causes beyond its reasonable control, including, but not limited to, events such as fire, flood, drought, earthquake, acts of God, war, riot, strikes, differences with workmen, lockouts, epidemics, quarantines, delays in transportation, shortage of vehicles, fuel, supplies, labor or materials, embargo, governmental orders or legal actions.
- 7. TAXES.** Listed prices referred to on the front side hereof do not include sales, purchase use, excise delivery, storage transportation, consumption or other taxes payable to any governmental authority in respect to the sale of Mapco's products, materials and/or services. Instead, taxes are to be added to the listed purchase price of such products, materials and/or services and shall be fully paid by Buyer within thirty (30) days of demand by Mapco.
- 8. DELIVERY AND SHIPMENT.** Any indicated dates of delivery are approximate only. Upon Buyer's receipt of either the products, materials or services described or referred to on the front side hereof, F.O.B. carrier, all risk of loss, damage and other incidents of ownership shall immediately pass to Buyer. However, title to such products will be retained by Mapco as security for Buyer's performance until payment in full is received.
- 9. DUTY TO INSPECT.** Upon Buyer's receipt of products and materials, and upon completion of Mapco's workmanship, Buyer shall immediately inspect such products, materials and/or workmanship. Notice of nonconforming products, materials and/or workmanship shall be given to Mapco within fourteen (14) days after Buyer's receipt of goods, unless workmanship is provided whereupon notice shall be given within fourteen (14) days of completion of workmanship. Failure to provide notice within fourteen (14) days after date of receipt of products, materials and/or workmanship shall constitute a waiver of Buyer's remedies.
- 10. WARRANTY.** Mapco warrants to Buyer that, subject to Sections **Nine (9) and Eleven (11)** hereof, and/or including any specifications so incorporated. Mapco warrants all of its manufactured products against defects in material and workmanship for a period of one (1) year from the date the Mapco product is received at customer's premises. Mapco will provide on a pass-through basis the standard manufacturer's warranty on any components and/or equipment supplied by Mapco. No additional warranties are extended by Mapco. In no event will Mapco be liable for removal or reinstallation of any defective parts without prior written consent. No allowance will be made for repairs or alterations unless specifically authorized in writing by Mapco. Removal and reinstallation of defective parts shall be the responsibility of the Buyer. **NO CLAIM WILL BE ALLOWED FOR DAMAGES OR DELAYS CAUSED BY DEFECTIVE MATERIALS, OR OPERATIONS FAILURES INCLUDING DELAYS IN ANY EQUIPMENT, OR ANY CONSEQUENTIAL DAMAGE OR BUSINESS LOSS INCURRED BY BUYER. THIS WARRANTY DOES NOT APPLY TO OPERATIONAL WEAR AND TEAR, MISUSE, IMPROPER SERVICE, FIELD ALTERATIONS OF PRODUCTS, DAMAGE DUE TO LACK OF MAINTENANCE OR IMPROPER STORAGE, NEGLIGENCE, ACCIDENT, SABOTAGE, OR FOR DAMAGE FROM USE UNINTENDED OR UNANTICIPATED BY MAPCO.**
- 11. PERMISSIBLE VARIATIONS.** Unless otherwise specified and agreed upon, all products, materials and/or workmanship shall be furnished subject to Mapco's standard practices, tolerances and variations. Mapco reserves the right to ship overages and underages of weight, length, size and/or quality in accordance of Mapco's standard practices.
- 12. LAWS, REGULATIONS, AND STANDARDS.** Mapco makes no representation that its products, materials and/or workmanship conform(s) to local, state, federal, and/or foreign laws, ordinances, regulations and/or codes, or that the Mapco products, materials and/or workmanship selected by Buyer will cause Buyer's operations to comply with any local, state, federal and/or foreign laws ordinances, regulations and/or codes. It is the sole responsibility of the Buyer to select the appropriate Mapco products, materials and/or services to meet with such requirements. Buyer understands that Mapco does not provide advice or consultation. All Mapco equipment is designed to meet the standards of S.P.I. and the American Conference of Governmental Industrial Hygienists; Mapco makes no representation that its products and services conform to any other standards except as may be otherwise agreed in writing and signed by a duly authorized representative of Mapco.
- 13. PERMITS.** Buyer is solely responsible for obtaining any and all governmental permits, authorizations, documents, and/or any other related forms of any nature.
- 14. TERMS.** Unless otherwise stated herein, the standard terms of payment are 35% payment due upon the parties' mutual assent to this agreement, 55% payment due before date of shipment and 10% payment due 30 days after date of shipment. Prices are quoted F.O.B. Traverse City, Michigan. Buyer's financial ability to satisfy its purchasing responsibilities contained herein is at all times subject to the approval of Mapco and Mapco may at any time require payment in advance, or other security or guarantees that invoices will be promptly paid when due. If Buyer fails to comply with any terms of payment or requirements to secure payment, Mapco reserves the right to withhold further delivery or to cancel the Agreement whereupon any unpaid amount shall become immediately due. Progressive billing on presentation of Mapco invoices is possible on very large contracts, with prior written approval by a duly authorized representative of Mapco. Should Buyer delay payment beyond terms defined in this Agreement, interest will be charged at the rate of 1.5% per month on any unpaid portion of the selling price.
- 15. LIMITATION OF DAMAGES.** In the event of a breach of this Agreement by Mapco, the rights of Buyer are limited to a recovery of the amount paid to Mapco for said goods and services. Mapco shall in no event be liable for incidental, consequential, special and/or punitive damages resulting from its breach of any terms of the Agreement; nor shall Mapco be liable for improper selection of goods and/or services, or for matters concerning counseling and/or advice. No action for breach of any of the provisions of this Agreement may be maintained by Buyer against Mapco unless commenced within one (1) year of the date of the accrual of such cause of action.
- 16. ASSIGNMENT.** This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of Mapco.



17. CHOICE OF LAW AND FORUM. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any civil litigation arising out of, or relating to, this Agreement shall be commenced and maintained in the State of Michigan.

18. SURVIVABILITY. If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

19. INDEMNIFICATION. Buyer shall defend, indemnify and hold harmless Mapco against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, toxic tort, environmental impairment, property damage or diminution of value, business damage or diminution of value, or any other liabilities of any nature as a result of Mapco's products, materials, representations (both implicit and explicit) and/or services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer shall also defend, indemnify and hold harmless Mapco against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury or wrongful death claims or actions maintained as a result of injuries sustained by Buyer's employee within the course of his or her employment, if, and only if, the Buyer and/or Buyer's employee is at least partially at fault for said personal injury or wrongful death. No claim of indemnification of any nature, including but not limited to, express contractual, implied contractual, tort-based, restatement-based and/or statutory, shall lie in favor of Buyer and against Mapco unless stated in writing and signed by a duly authorized representative of Mapco.

20. DEFAULT. In the event Buyer shall default on any of its obligations under this Agreement, Buyer shall be liable to Mapco for reasonable attorney's fees, consulting fees, litigation fees and court costs associated with enforcing this Agreement and Mapco may at its option, and without incurring any liability, elect to terminate this Agreement and shall have a right to all damages sustained including, but not limited to, loss of profits.

21. SECURITY INTEREST. Unless and until the products and/or services are fully paid for, Mapco reserves the security interest to secure the unpaid balance of the price and all other obligations of the Buyer to Mapco, however arising. Buyer hereby grants Mapco Power of Attorney to execute and file on behalf of Buyer all necessary financing statements and other similar documents required to perfect security interest granted herein.

22. INSOLVENCY AND BANKRUPTCY. If Buyer shall be insolvent, cease doing business, be subject to any bankruptcy, insolvency or reorganization statute or laws, or consent to the appointment of a receiver, trustee, liquidator or similar official such action shall, at the election of Mapco, be deemed a default under this Agreement. Mapco may elect to cease performing and cancel this Agreement with respect to any products, materials and/or services not delivered or received prior to election. The foregoing shall be without prejudice to recovery by Mapco of damages for work performed and for loss of profits, materials and products delivered.

23. SERVICE CHARGES. Unless stated in writing by a duly authorized representative of Mapco, this Agreement does not include charges for service visits, repair estimates, repair visits, field analysis, field adjustments, troubleshooting, modifications and related services and any out-of-pocket expenses associated with such work.

24. CANCELLATION CHARGES. Minimum cancellation charges are 15% of the purchase price of the order but in no case less than \$500.00. In the case of cancellation of an order after acknowledgment, the following % of the original Contract amount is due:

After acknowledgment but prior to drawn submittal 15%.

After acknowledgment and drawing submittal 20%.

After drawing approval and prior to material receipt 30%.

After drawing approval and receipt of material 60%.

After fabrication begins 85-95%

At completion of fabrication 100%