

TOROMONT

CIMCO

Proposal for MEMORIAL SPORTS CENTRE -Fort Frances

Prepared By:

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CSA - CIMCO Service Agreement 2019-2024
Preventative Maintenance Contract



CIMCO is pleased to present a Customer Service Agreement (CSA) between CIMCO Refrigeration and MEMORIAL SPORTS CENTRE -Fort Frances located on 740 SCOTT STREET, in FORT FRANCES, ON.

CIMCO CSA Commitment

- All labour necessary to inspect and maintain the subject equipment in good operating condition
- Pre Start, Start up and Shut down.
- Mid season inspection of the equipment
- Provide you with a completed Service Technicians Report indicating what repairs, if any, are necessary.
- Provide you with a completed CIMCO Certified inspection form for each servicing.
- Instruction for the proper operation of your equipment for optimal performance and efficiency.
- Brine and water sample analyses – taken mid-season- recommendations/corrections at start-up.
- CIMCO will guarantee repairs/overhauls 90 days from when equipment is placed back in service.

CIMCO is committed to providing the following additional services as part of this Customer Support Agreement

- Provide access to CIMCO mechanic to clearly identify and educate on system and component issues.
- Preferential service
- Discounted Parts and Services
- Access to engineering services
- Dedicated technical account manager
- Asset planning assistance

ANNUAL INSPECTIONS/MAINTENANCE

- Calcium chloride Brine & Cooling tower water Analysis
- Oil changes on reciprocating compressor – Plant 52
- Overhauls on reciprocating compressors as required - Plant 52
- Inspect Control Panel
- Annual Ammonia Detector calibration
- Inspect & Test Safety & Limiting devices
- Complete Plant inspection Includes the following:

ANNUAL INSPECTIONS/MAINTENANCE

<u>Compressors</u>	Electrical	General
<ul style="list-style-type: none"> Record Hour Meter Reading Check Isolation Valves Oil Pressure Discharge Temperature Suction Pressure Discharge Pressure Check Motor bearings Oil Temperature Check Shaft Seals Grease Motors Check Couplings/Alignment 	<ul style="list-style-type: none"> Condition of Contactors Condition of Terminals Indicator Bulbs Tighten contacts <p>Water Tower</p> <ul style="list-style-type: none"> Fan Motor Operation Fan Belt Condition Check for excessive Leaks Inspect Nozzles/clean as req. Clean Strainer Check operation of valves 	<ul style="list-style-type: none"> Review Customer Logs Complete visual inspection of all working components Piping, Vibration, Hangers Grease all Motor Bearings Brine/Glycol Level & Strength Checked Brine Pump Couplings Checked Brine Pump Motors Greased Take Brine & Water Samples Adjust all necessary belts Check Relief Valve status

Mid Season Inspection

1. Visual inspection of compressors, drive motors & belts
2. Condenser eliminators, piping & belts inspection
3. Circulating brine pumps performance, leaks, noises
4. Isolating & controls valves performance, leaks, noises
5. Compressor room ventilation system operation, noises
6. Lubrication and filter changes as required
7. Inspections to be scheduled at mutually agreed date

Service Provided

Brine Sample and Analysis (Sample to be taken during in Mid-Season inspection) Brine sample should be taken once a year on both chiller systems and on the common heating methanol solution. These samples are to be taken while onsite performing other services.

Calibration of Gas Detector: Calibrate and certify Ammonia detector. Calibration to be completed once per year. Includes test gas, calibration certification sticker, and report.

Oil Analysis for the Compressors (Sample to be taken during in Mid Season)

Oil analysis should be done once a year to monitor premature compressor wear, monitor oil condition and bearing wear and set a database on the conditions. These sample to be taken while onsite performing other services.

Dehumidifier Inspection

For the dehumidifier inspection of all units, the servicing to these units should be addressed by the customer's request. The filters will be replaced during inspection, if necessary. Your staff should inspect the filters monthly. Customer to supply all filters and man lift.

Compressor Vibration Data and Analysis (Frick Compressors)

This process will provide you with a database on the condition of your compressors and electrical drive motors, from which indicates compressor operation and internal bearing/thrust wear conditions, including drive-coupling wear.

Once a year, CIMCO will perform an inspection of Pressure Relief Valves, Pressure Limiting Devices Mandatory maintenance required for compliance with CSA B52-2005 Refrigeration Code.

24 Hour Emergency Service

In the event that issues arrive between regular inspections, CIMCO REFRIGERATION will make every reasonable effort to provide prompt service, to perform the necessary adjustments that may be required.

Travel Expenses

Traveling expenses incurred for regular scheduled inspections involving the cost of travel time, transportation, food and lodging shall be included in the total price as indicated in the contract. Travel time and expenses incurred for other than regular scheduled examination shall be charged as extra when the necessitated trip occurs. Such visits shall only be made upon request and permission of your Authorized Representative.

You will be charged a flat rate of **\$ 975.00** per call for direct travel to site and return for services outside the parameters of the CSA. If travel is shared, the fee will be reduced accordingly. Lodging and on site hours are not included.

Memorial Arena – Fort Frances maintenance personnel to perform the following duties:

DAILY

- Maintain log sheets (CIMCO to Provide log book)
- Report any concerns to CIMCO Service department immediately
- Record running time of compressors.
- General visual inspection of plant
- Check brine level in expansion tank

WEEKLY

- Check Belt Tension and adjust if necessary, for all drives
- Check for Ammonia Leaks

ANNUALLY- OFF SEASON

- Remove trench covers and dry out trenches
- Clean condenser cooling coil (maintain chemical treatment)
- Repaint equipment as required
- Check for Ammonia leaks
- Check brine levels.- maintain level in expansion tanks

GENERAL RESPONSIBILITIES

OWNER WILL:

- Operate the equipment in accordance with the manufacturer's instruction.
- Give CIMCO at least two weeks' notice for annual plant Start-up and Shut-down
- Promptly notify CIMCO of any unusual operating conditions.
- Move any stock, fixtures or partitions needed to facilitate CIMCO's work.
- Ample notice to CIMCO Service Team when appointment needs to be rescheduled
- When calling for service, please provide detailed information of the failure, what may have led up to it, and what actions have been taken since.
- Provide access to equipment when required,
- Permit only CIMCO personnel to work on specified equipment - obtain written (e-mail) consent in the event of emergency service required.

Customer Service Agreement holders have preferential service over other types of service activity normally undertaken by CIMCO.

Exclusions

Not included:

- Electrical field, power, or control wiring.
- Gas detector sensors.
- Major equipment failures- Chillers, Evaporative Condenser or a complete compressor.
- Repairs due to freezing, contamination or corrosion.
- Moving or relocating equipment.
- Rink Floor, Rink Piping & Headers, Insulation, Vessels, Consumable oil, Brine Electrical field, power, or control wiring, Underfloor heating.
- Cabinets, fixtures, boxes or sheet metal casings, ductwork, dampers, regulating devices and cooling tower fill.
- Work or repairs made necessary by changes to government / by-laws or building regulations.
- Replacement of equipment when parts are no longer available to make the necessary repairs.
- Major equipment rental – cranes, zoom booms etc.
- Ammonia, Glycol, Brine and/or Inhibitors.
- Damages incurred due to: Acts of God, vandalism or accidents, malpractice, freeze ups, corrosion or simply intentional or unintentional damages to system.
- All work required outside of CIMCO regular working hours requested or required by owner.
- Additional refrigerant charge, top up of oil or other fluids.
- 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 customer support agreement.
- 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.

Equipment List

We propose to service and provide preventative maintenance and repairs to the equipment specified below, located at Memorial Arena – Fort Frances

The following equipment will be included under this CSA. The specific inspection, scheduled preventative maintenance, and coverage is outlined as per the scope of work and terms within this agreement.

Qty	Equipment	Model	Manufacturer	Other
	"52 Arena"			
1	Compressor	N6WA	Mycom	50 HP
1	Compressor	N4 AHF	Mycom	50 HP
1	Brine Pump	4030	Armstrong	20 HP
1	Arena Chiller	Shell & Tube	CIMCO	20' x 14 "
1	Condenser	ATC-187B	EVAPCO	5 HP
1	Condenser Pump	4280	Armstrong	3 HP
2		RXF-30	Frick	
	"IFK Arena"			
2	Compressor RXF-30 - 45 TR	RXF-30	Frick	75 HP
1	Arena Brine Pump	FE5010	TACO	20 HP
1	Arena Chiller	Shell & Tube	CIMCO	20' x 14 "
1	Condenser	eco-ATC-210A	EVAPCO	7.5 HP
1	Condenser Pump	FE2008	TACO	5HP

GENERAL

CIMCO will offer the following services as part of the Customer Support Agreement.

We shall furnish **Customer Service Agreement** holders service beginning on **July 1st, 2019** and shall continue for **5 years**. This agreement is subject to revision and/or cancellation on the anniversary date, by written notice by either party at least **90 days** prior to the anniversary date.

During the term of this agreement, CIMCO will take all reasonable precautions to avoid any damages to property or injury to persons.

We will not be liable for any damages caused by obsolescence or acts of God or any special, incidental, or consequential damages resulting from the use of this equipment during the life of this agreement.

This agreement, at the option of CIMCO, is rendered invalid if payment is not received within thirty (30) days from the effective date of our invoice.

This proposal will become an Agreement solely between us if accepted by you and approved in writing by our authorized officer and any rights, which you have, will be only against us. There are no other parties to this agreement.

Pricing

Customer Service Agreement service will be supplied by CIMCO for five years with the cost as follows:

PAYMENT SCHEDULE

CSA PRICING							
	2019	2020	2021	2022	2023	Equal Payments	
Yearly	\$ 26,200.00	\$26,724.00	\$27,258.00	\$27,803.00	\$28,359.00	5 Years	\$ 136,344.00
Monthly	\$ 2,183.33	\$ 2,227.00	\$ 2,271.50	\$ 2,316.92	\$ 2,363.25	Monthly	\$ 2,272.40
Quarterly	\$ 6,550.00	\$ 6,681.00	\$ 6,814.50	\$ 6,950.75	\$ 7,089.75	Quarterly	\$ 6,817.20
						Annual	\$ 27,268.80

Parts required will be provided at discounted rate for length of contract. 15-25% or greater discount off of list price.

Payments PRICES DO NOT INCLUDE TAXES

Preferred Labour Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Labour Rate	\$105.00	\$107.00	\$109.00	\$111.00	\$113.00
Over Time Rate	\$157.50	\$160.50	\$163.50	\$166.50	\$169.50
Double Over Time Rate	\$210.00	\$214.00	\$218.00	\$222.00	\$226.00
Programming per Hour Rate	\$155.00	\$158.00	\$161.00	\$164.00	\$167.00
Health & Safety charge + Misc. Shop supply	\$6.65	\$6.70	\$6.80	\$6.90	\$7.00

CSA Terms

This **Customer Support Agreement (CSA)** starts on the date of the purchase order has a term of 5 Years and will continue from term to term until otherwise specified.

The Total for the 5 year term is \$136,344.00 (all taxes extra)

Please choose Option of Payment

Amortized			Annual Increase		
Monthly Payments	\$ 2,272.40	<input type="checkbox"/>	Monthly Payments	\$2,83.33 - \$2,363.25	<input type="checkbox"/>
Quarterly Payments	\$ 6,817.20	<input type="checkbox"/>	Quarterly Payments	\$6,550.00 - \$7,089.75	<input type="checkbox"/>
Annual Payments	\$27,268.80	<input type="checkbox"/>	Annual Payments	\$27,268.80 - \$28359.00	<input type="checkbox"/>

TAXES: Please add HST to payment

Purchaser hereby agrees to pay interest at the rate of 18 percent per annum on sums overdue according to the terms of payment. This **CSA** can be cancelled by providing written notice by either party 90 days prior to the then current term.

Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries, and the client MEMORIAL SPORTS CENTRE -Fort Frances.

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: _____

Purchase Order :

ADDITIONAL SERVICES:

Oil Changes and Filter replacement (Frick Compressors, Based on Oil sample results) \$3,000.00 ea.

Service to be done when compressors are due for oil changes contingent on the number of operating hours or when results of oil analyses indicates that servicing is required. This amount includes the supply and replacement of the oil and oil filters including labour and associated costs. Please note, customer to dispose of oil.

Taxes – Parts and Materials

You are accountable for taxes imposed by any existing or future law and the amount of any tax imposed upon us, our suppliers or under any statute court decision rule or regulation becoming effective after the date of this proposal which is based upon or incident to the transfer, use ownership or possession of the materials or equipment involved in the performance hereof or the services rendered hereunder. You shall at all times and at your own cost, maintain comprehensive bodily injury and property damage insurance including bodily injury and property damage caused by ownership, use or operation of the equipment described herein.

Terms & Conditions

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (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 THIRTY DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold hereunder (the "goods") shall remain in 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 authorises the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are or 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 hereunder, 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 labour 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.DELIVERY AND INSTALLATION - Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labour 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 8 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.

4.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.

5.TERMS OF PAYMENT

(a) Unless otherwise specified in this Quotation/Contract, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:

(i) Goods sold without installation: 25% 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: 25% upon acceptance of this quotation by the Purchaser; an additional 30% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 35% 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.

6.WARRANTY - UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HEREUNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANTABILITY 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 jobsite and charges for labour 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 hereunder, 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.

7. 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.

8. 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 authorised officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when inconsistent therewith, shall be subject to all its provisions.

9. 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 or related 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 honour 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.

10. BONDS - Performance bonds and material and labour 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.

11. MISCELLANEOUS

(a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province of Ontario without regard to that province's rules governing conflict of laws.

(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 hereunder or collecting or attempting to collect all amounts due the Vendor hereunder following default by the Purchaser in the payment or performance of its obligations hereunder, 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.